

# TERMS AND CONDITIONS



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### 1. RECORDAL

**SpeedWeb** hereby sells the service to the User on the terms and conditions herein contained which terms and conditions the User is deemed to have familiarised him/her with and to have irrevocably accepted.

### 2. INTERPRETATION

In these terms and conditions:

- 2.1 "the User" means the party who has purchased the service and/or any person using the service;
- 2.2 "the service" means the Internet service described herein provided by **SpeedWeb** to the User in terms of the terms and conditions herein contained

### 3. PROVISION OF SERVICE

- 3.1 The User shall solely be responsible, unless otherwise stated in this agreement, for provisioning, configuration and maintenance of all equipment on their premises, including (but not limited thereto) computer hardware equipment, telecommunication equipment, modems and the like, which is or may be necessary for the User to obtain and retain access to the required service(s).
- 3.2 The User shall be liable for all telephone call charges and other third party costs incidental thereto.

### 4. AVAILABILITY OF SERVICE

- 4.1 **SpeedWeb** shall make every effort to make the service available at all times and shall use its utmost endeavors to strive for 100 % (one hundred percent) uptime. **SpeedWeb** is, however, unable to guarantee 100 % (one hundred percent) uptime.
- 4.2 **SpeedWeb** shall strive at all times to provide Users with prior notice, where possible, of scheduled maintenance so as to avoid Users having to log-off for any period of time.
- 4.3 **SpeedWeb** shall not be responsible for the performance of external communications networks to which the service is connected, and which networks include the networks of Internet Service Providers other than itself.
- 4.4 The User accordingly indemnifies **SpeedWeb** against all claims of whatsoever kind and whether foreseeable or unforeseeable, as a result of **SpeedWeb** being unable to make its service available to the User under the circumstances described in this clause.
- 4.5 **SpeedWeb** will provide the service strictly subject to the terms and conditions prescribed by the competent regulatory authority.

## 5. USER ETIQUETTE

### 5.1 The User acknowledges and agrees that:

5.1.1 Users are expected to abide by generally accepted Usenet etiquette (Netiquette).

### 5.2 The User shall not use the service in a manner which:

5.2.1 constitutes a violation of any law, regulation or tariff that may be in force in South Africa or elsewhere;

5.2.2 constitutes and act or omission that is generally unacceptable or offensive to Internet users in general, to the public at large or as same may be determined from time to time by **SpeedWeb** in its sole discretion, specifically including (but not limited to) the hosting of pornographic material, spamming, hacking and unsolicited mailing;

5.2.3 is defamatory, fraudulent or deceptive;

5.2.4 is intended to threaten, harass or intimidate;

5.2.5 tends to damage the name or reputation of **SpeedWeb**, its holding company, affiliates or subsidiaries; or

5.2.6 interferes with the use and enjoyment of Internet related services of Users of **SpeedWeb**.

### 5.3 The User undertakes to abide by all laws applicable to copyright, re-distribution or re-sell of any data and/or information retrieved from the service and/or the Internet as specified or implied by **SpeedWeb** or any of the local or foreign service providers or laws governing the provisions of the service and Internet.

## 6. PAYMENT FOR SERVICE

The User pays to **SpeedWeb** such charges as levied by **SpeedWeb** from time to time as follows:

6.1 Monthly Subscriptions The charge for a subscription to the Service on a monthly basis is a monthly fee, payable monthly in advance by the User to **SpeedWeb**, including a pro-rata charge for the first months billing. Payment is rendered without deduction, free of exchange or set-off by way of debit order, or in such manner as determined by **SpeedWeb**. This amount is non-refundable.

6.2 Bi-annual Subscriptions - The charge for a subscription to the Service on a bi-annual basis is payable in full in advance by the User, to **SpeedWeb**. This amount is non-refundable. Bi-annual subscriptions will be renewed automatically where the User has supplied banking details unless **SpeedWeb** is notified in writing differently.

6.3 Annual Subscriptions, the charge for a subscription to the Service on an annual basis is payable in full in advance by the User, on invoice, to **SpeedWeb**. This amount is non-refundable. Annual subscriptions will be renewed automatically where the User has supplied banking details unless **SpeedWeb** is notified differently.

6.4 Usage fees, where applicable, will be billed in arrears.

6.5 Without prejudice to rights granted to **SpeedWeb** in terms hereof, any amount due by the User to **SpeedWeb** not paid on due date thereof:

6.5.1 shall bear interest at a rate equal to the maximum allowable in terms of the Usury Act, 1968, calculated daily in advance from date payment was due until date of actual payment thereof; and

6.5.2 **SpeedWeb** shall be entitled to take all such steps, without notice to the User, as may be necessary to recover such outstanding amount. The User shall be liable to pay all costs incurred in respect of the recovery of such outstanding amount.

6.6 **SpeedWeb** reserves the right to levy a charge for handling fees at an amount determined by **SpeedWeb** for monies due in the event of a Users payment being returned or rejected by the Users bankers.

- 6.7 **SpeedWeb** furthermore reserves the right to blacklist with any or all credit bureau agencies within the Republic of South Africa, any such User who fails to comply with the payment agreement for subscription to the Service. In addition, **SpeedWeb** will not be held responsible or be required to assist with the removing or rescinding of any such information which may be recorded by a credit bureau agency.
- 6.8 **SpeedWeb** reserves the right to amend Service subscription charges at its sole discretion. The User shall be bound to such adjustments.

## 7. SUSPENSION / DISCONNECTION OF SERVICE

**SpeedWeb** may from time to time and without notice, suspend and / or disconnect a User from the Service in any of the following circumstances:

- 7.1 During any technical failure, non payment, modification or maintenance of the Service, provided that **SpeedWeb** will use its reasonable endeavors to resume the Service as soon as possible;
- 7.2 Should the User fail to comply with any of the Terms and Conditions of this agreement, including failure to pay any charges due, until the breach, if capable of remedy, is remedied, or does, or allows to be done, anything which in **SpeedWeb's** opinion may have negatively affected the operation of the Service.
- 7.3 If the User fails to make the required payment of such monies due to **SpeedWeb** for subscription to the Service, and or in the event of a User being in arrears on either monthly, bi-annual or annual payments, with no attempt from the User to resolve such arrears.
- 7.4 **SpeedWeb** reserves the right to levy a re-connection charge, an amount determined and calculated at the discretion of **SpeedWeb**, payable by the User on invoice, for any request to be re-connected to the Service, and irrespective of how the Service was suspended or disconnected.
- 7.5 Notwithstanding any suspension of the Service in terms hereof, the User shall remain liable for all charges due throughout the period of suspension unless **SpeedWeb** in its sole discretion determines otherwise in writing.

## 8. TERMINATION OF SERVICE

Under normal circumstances, written notice on or before the 10th of every month from either party for any reason whatsoever is required to terminate an existing Service. Any cancellation received after the 10th of a month will result in a final debit for the following month.

## 9. REGULATORY COMPLIANCE

The User undertakes to comply with all regulatory obligations that may now or in the future be imposed by the body under whose authority the service falls. The User furthermore acknowledges that the imposition of regulatory obligations by such body may necessitate amendments to be effected to these terms and conditions and hereby consents to **SpeedWeb** effecting such amendments without prior notice.

## 10. INDEMNITY

The user hereby indemnifies and holds **SpeedWeb**, its employees, agents, dealers and/or distributors harmless against any and all losses, injury, damage, penalties and/or claims of whatsoever nature and howsoever arising from or in connection with the service.

## 11. JURISDICTION

The User hereby irrevocably consents to the jurisdiction of the Magistrates' Court in terms of Section 28 of the Magistrates' Courts Act of 1944, provided that **SpeedWeb** shall, should it so elect, be entitled to institute proceedings in the High Court of South Africa.

## 12. CESSION AND DELEGATION

**SpeedWeb** shall be entitled to cede and transfer or delegate to any third party, at its absolute discretion, all or any of its rights and obligations under these terms and conditions.

## 13. GENERAL

- 13.1 The User acknowledges and agrees that these terms and conditions govern the Users use of the service and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto.
- 13.2 The User shall not, without the express written permission of **SpeedWeb**, resell or make available to any third party such services as they might receive from **SpeedWeb**.
- 13.3 These terms and conditions may change from time to time. The User may view such terms and conditions at <http://www.SpeedWeb.co.za/terms> and unless otherwise notified, **SpeedWeb** shall deem that the User has acknowledged and agreed thereto within 14 (fourteen) days of such changes being effected.

[www.speedweb.co.za](http://www.speedweb.co.za)

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