

ScottNET

52 Airth Street
 Scottburgh, 4180
 Tel: (039) 978 3146
 Fax: (086) 6 920 944
 E-Mail: info@scottnet.co.za

**ADSL SUBSCRIPTION AGREEMENT**

Customer Details											
Name & Surname / Business Name			Postal Address:								
Physical Address:			Tel Number:			Cell Number:					
Postal Code:			ADSL access line:			The number ADSL will be installed on.					
Self Install Option:		YES		NO		ID Number:					
Line Speed & Nominated Account - (Please tick the respective account)											
Line Speed	Account			Line Speed	Account			Line Speed	Account		
384 kbps	1 gig	R199.00		512 kbps	1 gig	R350.00		1024 kbps	1 gig	R 427.00	
	2 gig	R264.00			2 gig	R416.00			2 gig	R 495.00	
	3 gig	R329.00			3 gig	R482.00			3 gig	R 563.00	
	4 gig	R394.00			4gig	R548.00			4 gig	R 631.00	
	5 gig	R459.00			5gig	R614.00			5 gig	R 699.00	
	Other				Other				Other		
All prices incl VAT and Line Rental											
Extra mail accounts will be an extra R22,80 / mnth					Number of Mail Accounts:		Additional Monthly Cost		R		
Payment Method											
<p>I understand that ScottNET cc are hereby authorized to debit my Bank / Building Account as specified below with the monthly subscription fee due and payable by me to ScottNET cc in terms of the subscription agreement for ScottNET cc as above.</p> <p>I understand and undertake that ScottNET cc will receive all amounts without prejudice of their rights. I confirm that the debit order authorization has been signed in terms of the mandates held by my Bank / Building Society.</p> <p>I understand that the withdraws hereby authorized may be processed by computer, in which event I understand that, if my account is computerized, I will not receive any receipt.</p> <p>I understand that 2 (two) months notice in writing is required from me by ScottNET cc for cancellation of this contract.</p>											
Banking Details											
Bank:				Branch:							
Account No:				Branch Code:							
Account Name:				Type of Account:							
NOTE: The following has to be completed !											
Write down 2 options that you would like to have under the 'scottnet.co.za' domain as your e-mail address. Insert them in order of preference.											
1. _____ @ scottnet.co.za					2. _____ @ scottnet.co.za						
PASSWORD: _____											
I hereby confirm that this authority will remain in force for the duration of the contract:											
Date: _____					Dealer introduced by: _____						
Authorisation (signature): _____											

Terms & Conditions

Description of Service

SCOTTNET CC will provide subscriber with on-line access to the collection of local area networks and wide area networks that all use the same protocol (namely TCP/IP) to form a seamless, packet-switched network known colloquially as the "INTERNET" (herein referred to as "the Service"). Such access is gained via a Telkom SA LTD ADSL connection routed via Telkom's ADSL network to Cybersmart's International Infrastructure.

SCOTTNET CC shall be entitled from time to time, on 60 (sixty) days prior written notice thereof to Subscriber, to increase the monthly fees, provided that SCOTTNET CC shall not be entitled to increase the monthly fees during the first 6 month period of this Agreement, nor on more than one occasion in any 6 month period of this Agreement.

Effective Date

The Effective Date of this Agreement is the date when the Service first commences. Should the Effective Date occur after the date of signature of this Agreement, nothing contained herein shall be construed so as to give either party the right to cancel or rescind this Agreement before the Effective Date. If, at any time during the currency of this Agreement, Subscriber upgrades the Service, then the Effective Date in respect of the service as upgraded shall be the date when the upgraded Service first commences.

Duration

The provision of the Service shall endure for an initial period of 6 months, commencing on and with effect from the Effective Date. Subject to termination by ScottNET cc or Subscriber by way of 60 (sixty) days prior written notice of termination to be effective on any anniversary of the Effective Date, the duration of the Service shall automatically renew for successive periods of 6 (six) months each on terms and conditions set out in the Agreement, but subject to an escalation in fees.

You may connect from **ONE** location only per account, you will **AUTOMATICALLY** be billed for every additional location(s) at R125 for each additional 384Kb connection, R185 for each 512Kb location and R211 for each . You may only connect from **ONE** account per location. Additional accounts at the same location will be disabled and the owners of each of the secondary accounts will be charged an additional R65.

Subscribers Obligations:

1. Subscriber shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Subscriber passes.
2. Subscriber may not commit nor attempt to commit any act or omission which directly or indirectly constitutes and abuse or malicious use of the Service or is calculated to have the above mentioned effect. In such an event, should ScottNET cc incur expenses to remedy the situation, SCOTTNET CC reserves the right to charge Subscriber any amount that is necessary to cover ScottNET's cc additional expenditure.
3. Subscriber may not at any time use the Service in contravention of any South African law. In particular, Subscriber undertakes to familiarise itself and ensure that it is kept continuously appraised of all South African law in force from time to time which has any bearing on the Service and/or it's use. ScottNET cc has no obligation to assist Subscriber in this regard.
4. Subscriber agrees that it's IP allocation addresses from Telkom are dynamic and on loan for periods of 24 hours after which they are reset by Telkom automatically.
5. Under no circumstances may Subscriber resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against ScottNET cc, its servants, its agents or any other persons for whom it may be liable in law (and in whose favour this provision constitutes a stipulation alteri) if ScottNET cc interrupts the Service to Subscriber as it would be entitled to if Subscriber is in default of any of it's obligations under this Agreement to ScottNET cc or in the circumstances contemplated in clause 5.4 of ScottNET's cc standard terms and conditions of contract.
6. Although ScottNET cc makes every effort to offer a reliable uninterrupted service, ScottNET cc will not be held liable for any damage incurred directly or indirectly through service interruption.
7. ScottNET cc uses third party software to scan incoming mail for viruses and unsolicited bulk email (SPAM). ScottNET cc will not be held liable for any loss of data or income due to a virus infection or email that is incorrectly classed as SPAM but is not.
8. ScottNET cc will not be held responsible for any loss/damage of information, systems or high usage/costs incurred, due to viruses or software automatically consuming data or infecting your PC on Network
9. The ADSL router remains the property of ScottNET cc should this contract be cancelled within the first 18 months of inception. This is only valid if the ADSL router was given to the client for no charge.
10. ScottNET cc does not support the sending of bulk email under any circumstances, even if you can show that your mailing list has opted in to receive your correspondence. Consequently, the number of emails that you can send through our mailservers in a given timeframe is limited.
11. ScottNET cc reserves the right to block mail addresses, domains, ip numbers and netblocks of ip numbers should services originating from mail addresses, domains, ip numbers or netblocks cause
 - a/. degradation of ScottNET cc services;
 - b/. an annoyance to other members of ScottNET's cc client base;
 - c/. the integrity of ScottNET's cc security to be compromised;
 - d/. laws governing South Africa to be violated ScottNET cc will not be held liable for such blocking.

Payment & Fees:

1. ScottNET cc offers two payment methods, debit order and invoice. If invoice is selected as the method of payment, a six month deposit is required equal to the cost of six months worth of subscribed services. The deposit is refundable on cancellation. Interest does not accrue on the amounts deposited.
2. If the payment method is invoice and payment is not received by the 15th of each month, ScottNET cc reserves the right to suspend service until the amount is settled or payment arrangements have been made. If the payment method is debit order and the debit order fails, services will be suspended immediately and not re-instated until the amount due is paid and an amount equal to the cost of one months subscribed services is given as a deposit. This deposit will be refunded on cancellation and will not accrue interest. Failed debit orders incur and admin fee for R50 inclusive of VAT.
3. Clients are required to give two calender months written notice when terminating a service be it on debit order or invoice. A service can only be cancelled by FAXING it to (0866) 920 944. On the cancellation FAX you must include the following: Your name and ID number, as well as a list of all the services you would like to cancel
4. ScottNET cc will charge prime+3% on all overdue account.

I AGREE WITH THE TERMS AND CONDITIONS ABOVE.

NAME: _____ SIGN: _____ EFFECTIVE DATE: _____