

NWET TERMS AND CONDITIONS

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1. INTRODUCTION

NWET has the know-how and technology to provide a high speed Internet Protocol based data transmission service that greatly enhances the ability of subscribers to receive information. This agreement sets out the terms and conditions upon which NWET provides these various services to subscribers.

2. TERMS

1. Agreements shall commence on the effective date and shall continue for such period as specified on the application form or any one of the services or product's subscriber agreements.
2. Either party may terminate an agreement by giving the other party written notice to this effect of 1 (one) calendar month, provided that such notice of termination shall not be given prior to the end of the period as specified on the application form a three month notice period will apply.
3. If the subscriber terminates this agreement for any reason prior to the expiry of the period specified on the application form, he/she remains liable to NWET for any amounts which in terms of this agreement would have been payable to NWET for the period of the agreement.
4. Notice periods constitutes a whole calendar month or, where required, multiples thereof.

3. INTERPRETATION

1. "Application software" means but is not limited to – all software necessary for the provisioning and use of the service:

2. "Customer premises equipment" means, but is not limited to – personal computers, keyboards, monitors, mouse, dial up modems, public and private telephone instruments, other public network equipment, power sources, power supplies, cables, wire, masts, lightning protectors, Antennas, all infrastructure comprising local area networks, servers and other similar things:
3. "Decryption" means – the encryption and scrambling of data by NWET:
4. "Effective date" means the date of signature as specified on the Quote acceptance or as may be indicated on subscriber agreements;
5. "Hardware" means – the receiver, the Antenna, low noise blocking amplifier and all cabling;
6. "Headend" means – the transmission originating equipment including but not limited to all transmission equipment, multiplexes, Antennas and other equipment used from time to time by NWET for the provision of the service;
7. "Internet" means – the collection of local area networks, wide area networks and third party networks which all use the same protocol (namely TCP/IP) to form a seamless, packet-switched network colloquially referred to as the Internet
8. "Minimum required specifications" means, but is not limited to – a 166 Pentium processor, a 32 MB RAM, a 30MB hard drive capacity, a transceiver and the necessary operating systems and browsers as and any other specifications, recommendations and requirements.
9. "Receiver" means – the physical hardware in the form of a PC card required for the reception of the service;
10. "Service" means – the provision of access to the internet from the headend;
11. "NWET" – means NWET (Pty) Ltd.
12. "Subscriber" means – the applicant as described on the application form.
13. Application form shall mean a document where the heading indicates the words; Subscriber Agreement.

14. Consumables shall mean data, voice , sms, emails and other electronic forms of communication that is measurable.

4. NWET'S OBLIGATIONS

NWET shall –

1. Use its best endeavours to provide the subscriber with the service on a 24 (twenty four) hour per day basis.; and
2. Provide the subscriber with a log-in ID and password permitting access to the service for the subscriber's personal use only, provided that in the case of subscribers who are specified as business - subscribers on the application form, there may be more than one user but such use shall be restricted to internal use only;

5. ACCESS

1. The subscriber hereby acknowledges that upon receipt of access to the service, he/she agrees –
 1. That, save in the case of business subscribers and subject to 4.2, the service will be used for his/her personal use only;
 2. In the event that any unauthorised use takes place, to pay immediately, on demand made by NWET, all such costs involved in the use of such subscriber's log-in ID.
2. The subscriber agrees that the service is for his/her exclusive use only and shall not use the service other than for residential use or, that business subscribers may use the service for internal business purposes only.
3. Where subscribers use access details/data to activate or use services simultaneously from two devices that are not networked, the subscriber may experience sub standard quality and, or be disconnected.

6. PAYMENT

1. In consideration for the services to be provided by NWET in terms of this agreement, the subscriber shall pay to NWET the amounts as specified in the application, quote acceptance form.

2. The subscriber shall be invoiced for the subscription as selected on the application form in advance at the beginning of each month.
3. In the event that the subscriber fails to pay any amount which may become due by the subscriber to NWET in terms hereof on the due date for such payment, then, without prejudice to any of the rights granted to NWET in terms hereof:
4. Any such amount not paid on due date shall bear interest at the rate of 2% above the prime overdraft rate as is in use by NWET's bankers at the due date, calculated daily in advance as from the due date (both dates inclusive);
5. NWET shall be entitled to take all such further steps, without notice, as may be necessary to recover such monies from the subscriber, and/or to suspend the service to the subscriber until such time that the subscriber has fulfilled his/her obligations in terms hereof, or to terminate this agreement. The subscriber agrees that he/she shall pay all costs associated with the recovery of monies including legal fees on an attorney and client basis.
6. NWET shall give the subscriber 30 days notice (which may include e-mail) of any increase or decrease in the rates set out in its standard price list should NWET in its sole discretion elect to increase or decrease such rates, and the subscriber shall be bound to such adjustments. The adjustments in such amended standard price list shall take effect on the date of expiry of the written notice.
7. The subscription charges set out herein and all other payments due in terms hereof shall be paid free of exchange and without deduction or set/off by way of a direct debit order (drawn against the subscriber's nominated current banking account) in favour of NWET's bankers, or in such other manner as NWET may from time to time determine and at such address as NWET may elect. The subscriber shall sign all such forms and do all such things as may be necessary to give effect to the foregoing.
8. The subscriber shall not be entitled during the currency of this agreement to withhold payment of any amount by reason of any alleged breach by NWET. In addition the subscriber shall not be entitled to withhold payment, any setoff, discount, refund or other credit in respect of any unavailability of the service.
9. Services that allow clients to consume a pre-defined quantities of consumables in the form of data, voice calls, number of emails, sms's and others, and by the nature of the service do NOT

automatically disallow further consumption, do not constitute any liability on NWET to control the consumption in excess of the initial pre-defined quantity. In such cases the sole responsibility for the management and associated costs of the consumption in excess of the pre-defined quantity of consumables is borne by the subscriber who agrees to pay any and all costs related to the excess to NWET on demand. The subscriber hereby indemnifies and holds NWET free from liability for any direct or indirect loss sustained as a consequence of the use of such services during the use of the pre-defined quantity or the excess consumed thereafter.

10. In the event that the electronic features provided by NWET allow subscribers to acquire additional consumables, the subscriber hereby indemnifies NWET from any direct or indirect loss that may be incurred from using such services. NWET will endeavour to put measures in place to protect subscribers from such possible losses as it may identify whilst the subscriber agrees that he/she will use such facilities at their own risk. Subscribers are warned to protect personal data including access codes, usernames, passwords, credit card information and such details that may expose the subscriber to potential harm and or discomfort.

7. SERVICE

1. NWET shall use reasonable endeavours to keep the service available at all times, however, the subscriber agrees that NWET shall not be liable to the subscriber or any other person or entity whatsoever in respect of direct or indirect loss and the subscriber or any such person or entity shall have no claim against NWET. The subscriber hereby indemnifies and holds NWET free from liability in respect of any direct or indirect loss or damage:
 1. Caused by or arising from any fact or circumstances beyond the reasonable control of NWET; or
 2. If such loss or damage is consequential or incidental loss or damage; or
 3. Which is as a result of any downtime, outage, interruption in or unavailability of the service attributable to any cause whatsoever, including but not limited to;
 - ☐ Repairs and maintenance;
 - ☐ Any breakdown of whatever nature and howsoever arising in any of the services provided by any other public or private network operator (including, but not limited to, line failure) as well as services provided by any other external communications

networks, managed data bases, servers, content providers and by the networks of internet service providers other than NWET;

2. NWET shall use its best endeavours to notify the subscriber of any maintenance and repairs which may result in the service being unavailable but does not warrant that notice shall be given to the subscriber prior to such maintenance and repairs being undertaken.
3. Without limiting the generality of the above the subscriber acknowledges that demand on the service by other subscribers as well as factors (including but not limited to International bottlenecks and meteorological factors) outside the reasonable control of NWET may impact on the performance of the service and that while NWET will use its best endeavours to comply with the provisions of 4, NWET cannot guarantee that the service and through put will be available at all times and accordingly the subscriber hereby indemnifies and holds NWET free from liability for any loss or damage of whatever kind suffered by the subscriber or any third party as a consequence of the abovementioned service availability or through put not being met by NWET.
4. The subscriber also indemnifies and holds NWET free from liability for any loss or damage sustained as a consequence of the loss of, corruption, degradation or similar loss of integrity in respect of any data or programmes stored on the customer premises equipment as a consequence of the use of the service.
5. The subscriber also acknowledges that the service is provided subject to all laws and regulations applicable from time to time and he/she hereby indemnifies and holds NWET free from liability for any loss or damage suffered by the subscriber or any third party of whatever type as a consequence of any delay in or disruption to or termination of the service as a consequence of the intervention of any regulatory body, civil process, or criminal process issued against NWET or that may result in disruptions or unavailability of services.

8. *HARDWARE INSTALLATION*

While NWET may from time to time assist the subscriber, it shall be the subscriber's responsibility to procure the installation of the hardware and application software and that NWET, subject to 7, can only provide the service to the extent that the hardware and software have been properly configured and installed by or on behalf of the subscriber according to the minimum required specifications as may be reasonably and generally expected in the ICT industry.

1. NWET does not warrant that compliance with the minimum required specifications provides optimum performance of the service.
2. NWET accepts no responsibility whatsoever for any loss or damage or impaired performance caused to subscribers' customer premises equipment as a consequence of the use of the service or as a consequence of the installation of the hardware and application software and the subscriber hereby indemnifies and holds NWET free from liability for any such loss or damage.
3. The subscriber hereby indemnifies and holds NWET free from liability for any personal injuries howsoever sustained as a consequence of installing or using the service.

9. SECURITY AND ENCRYPTION

1. In order to ensure the security and reliable operation of the service to all subscribers, NWET hereby reserves the right to take whatever action NWET finds necessary to preserve the security and reliability of the service.
2. The subscriber acknowledges that he/she is prohibited from compromising the security or tampering with system resources or accounts on computers at NWET, or at any other site, and where NWET encrypts and transmission, tampering with or attempting any unauthorised decryption of any encrypted data transmitted on the service.
3. The subscriber also acknowledges that he/she is bound by any laws that may be in force from time to time regulating the security of networks and the integrity of encrypted data and that any violations of this clause 9 may lead to civil or criminal liability.
4. NWET will use reasonable endeavours to preserve the privacy of any information intended to be received by the subscriber using the service and the subscriber hereby indemnifies and holds NWET free from liability for any loss or damage of whatever kind suffered by the subscriber or any third party as a consequence of any breach of privacy, including but not limited to the information being received by a person other than the subscriber.

10. THIRD PARTY RIGHTS

1. Without limiting the above, the subscriber undertakes to abide by all laws applicable to the intellectual property rights (including but not limited to; title, copyright, trademarks, and patents) of any and all data and/or information retrieved from the service including those

expressly or impliedly specified by NWET or by any of the local or foreign service providers or content providers or by any laws governing the provision of the service.

2. The subscriber may not resell any information retrieved from the service, or use the information for monetary gain, unless permitted to do so in writing by NWET and/or the Information Provider.
3. NWET disclaims any warranty as to the quality or accuracy of information on the Internet or fitness for a particular purpose.
4. Where NWET creates its own data it will use its best endeavours to prevent offensive and illegal data from being transmitted but the subscriber hereby indemnifies and holds NWET free from liability for any loss or damage suffered by the subscriber or any third party as a consequence of the transmission of such offensive or illegal data.

11. BREACH

1. Should the subscriber be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then NWET shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:
 1. Claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
 2. Immediately suspend the services provided for in this agreement until such time that all such outstanding amounts have been paid; and/or
 3. Immediately terminate this agreement, retain all monies already paid by the subscriber and to recover all legal costs, including costs on the attorney and client scale.

12. EMAIL

1. Sending unsolicited mail messages, including, without limitation, Make-Money-Fast (MMF) schemes, chain letters, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. As it is against our policy to allow Mail Relaying via NWET we implemented a process to prevent this. This means that our VISP (Virtual ISP) end-users connecting to a NWET POP may make use of smtp.co.za as their SMTP host. What will not be allowed is for the VISP to point their mail server to smtp.co.za as a mail relay.

EMAIL / POP

ALL EMAIL/POP ACCOUNTS ADMINISTERED BY NWET INCLUDING BUT NOT LIMITED TO ACCOUNTS ON 'MAIL.NWET.CO.ZA' AND ON THE VIRTUAL WEB HOSTING SERVERS (MAIL.NWET.CO.ZA/LOGIN) HAVE THE FOLLOWING RESTRICTIONS. (NWET (PTY) LTD RESERVES THE RIGHT TO DO THE FOLLOWING...)

- THERE IS A PER E-MAIL LIMIT OF 8 MB.
- MAIL BOXES ARE LIMIT TO A MAXIMUM SIZE OF 40 MB.
- INDIVIDUAL MAIL MESSAGES OLDER THAN SIX MONTHS MAY BE DELETED.
- INCOMMING E-MAILS MAY BE SCANNED FOR VIRUS'S AND SUBSEQUENTLY MAY BE DELETED.
- INCOMMING E-MAILS MAY BE SCANNED FOR SPAM (UNSOLICITED E-MAIL) AND SUBSEQUENTLY MAY BE DELETED.
- WHEN A USER IS DELETED OR MARKED FOR DELETION, ALL OF THAT USERS E- MAIL WILL BE DELETED WHEN THE ACCOUNT IS FLUSHED.
- WHEN A USER IS SUSPENDED OR MARKED FOR SUSPENSION, THE READING/POP-ING OF MAIL WILL BE SUSPENDED BUT MAIL DELIVERY TO THAT MAIL BOX SHOULD CONTINUE EXCEPT WHEN LIMITED BY ANY OF THE ABOVE POINTS.
- NWET (PTY) LTD MAKES NO GUARANTEE TO PROVIDE A SPAM AND/OR VIRUS FREE E-MAIL SERVICE.

13. CERTIFICATE OF INDEBTEDNESS

1. The amount of the subscriber's indebtedness to NWET and the fact that such indebtedness is due and payable shall be determined and proved by a certificate signed by NWET (or by one of NWET's directors, whose appointment, qualification and authority need not be proved).
2. The certificate shall be binding on the subscriber, be prima facie of the amount due, owing and payable by the subscriber to NWET and shall be deemed to be a liquid document for the purpose of obtaining provisional sentence and/or any other judgement against the subscriber.

14. CESSION

1. The subscriber shall not cede any of his/her rights nor delegate any of his/her obligations hereunder..
2. NWET shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.

15. JURISDICTION

1. The subscriber hereby irrevocable consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by NWET arising out of this agreement, provided that NWET shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, the subscriber consents to the jurisdiction of the said court.

16. GENERAL

1. No indulgences of any breach of agreement by NWET shall be construed as a waiver of any of its rights in terms of this agreement.
2. The parties acknowledge and agree that this agreement sets out the whole of the agreement between them and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which any party is relying in concluding this agreement.
3. No variation of this agreement shall be binding unless recorded in writing and signed by the parties.

4. The subscriber agrees that by furnishing his/her bank details, he/she consents to NWET deducting the amount of his/her subscription and other charges from the account specified.
5. The subscriber agrees that the address indicated on the application form is his/her chosen domicilium citandi et executandi for the purposes of giving any notice or serving any process

17. SIMULTANEOUS LOGINS

1. Username/Password combinations supplied by our WISP's are not transferable. It is the sole responsibility of the end-user to keep his Username/Password confidential. Although we have the mechanism to prevent simultaneous logins violating this agreement constitutes an illegal action. **INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A NWET CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.**
2. NWET does not in any way support SPAM or any form of NETWORK ABUSE and enforces the NWET's Terms and Conditions and Acceptable Use Guidelines on a stringent basis when complaints are made. Enforcement of NWET Terms and Conditions as well as its Acceptable Use Guidelines for reasons of SPAM or NETWORK ABUSE will result in suspension or termination of account access privileges.
3. Complaints regarding Illegal Use or System or Network Security issues or e-Mail abuse or USENET abuse or SPAM should be sent to NWET Abuse.