

## **TERMS AND CONDITIONS**

### **1 SUPPLY**

Unilynx (Pty) Ltd will supply Internet services as per the subscription form or schedule of services subject to the following terms and conditions. Unilynx sells access to its network on a subscription basis which facilitates a subscribers use of the world wide web, electronic mail, FTP and USENET("access") via a dial-up connection by the subscriber keying in a valid log-in ID.

1.2 Unilynx will issue a log-in ID to the subscriber. By using the log-in ID to access the service, the subscriber will be signifying his/her acceptance of these subscriber terms and conditions. 1.3 The subscriber is required to adhere to these subscriber terms and conditions of use, as well as Unilynx's acceptable use policies, and privacy policy. Logging on to and /or use of any of Unilynx's services denotes acceptance of these terms and conditions. You acknowledge that by using the services from time to time, that you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. 1.4 You shall be responsible for reviewing the then current version each time you make use of the service.

### **2 EFFECTIVE DELIVERY DATE AND ANNIVERSARY DATE**

The effective delivery date for Unilynx Services shall be the date where services are activated and Unilynx issues a log-in ID to the subscriber. The initial contract shall expire on the anniversary date, being twelve months from the date of registration, but the contract shall continue in force automatically thereafter on a twelve month basis unless two months written notice of termination is given prior to the anniversary/ renewal date, by either party. Unilynx may, at Unilynx's sole discretion, relax this clause and charge a termination fee equal to 3 months subscription and service fees.

### **3 PRICE AND PAYMENT**

Unilynx will, on request, issue invoices annually in advance, as per the schedule and subscription form, for VAT purposes. Subscriptions Payments will be via monthly debit order in advance or via cash or cleared cheque or credit card payment annually in advance. All registration fees, and installation fees or charges will be invoiced upon receipt of the relevant order or schedule and subscription form, and are payable in advance of the effective delivery or completion date. Accounts in default may be charged interest on the outstanding balance on a daily basis, at the rate of 5% over the prime lending rate in force from time to time, from the date of invoice until the date of payment before as well as after judgment. All costs that may be incurred by Unilynx related to the collection of any and all outstanding balances shall be for the customer's account. All bank charges that Unilynx may accrue due to nonpayment of cheques or Debit Orders will be charged to the customer. Unilynx reserves the right to interrupt the services to the Customer in the event of any default of payment. Such interruption does not relieve the customer from paying any amount overdue and payable under this clause. Payment defaults that are not rectified within 30 days may be reported to the ITC.

### **4 SUPPORT**

Telephonic technical support, for internet Dial-up, ISDN, Network Dial and all Hosting Services as well as EMail connections, is provided free of charge between the hours of 8am and 8pm Monday to Thursday and from 8am to 5pm on Friday and from 9am till 1pm on Saturday. Service calls may be logged on a 24

x 7 basis. All other telephonic support may be charged at a rate of R15 per fifteen minutes or part thereof.

## **5 DOMAIN REGISTRATIONS AND HOSTING (IF APPLICABLE)**

Unilynx reserves the right during the period of contract to register all Domains, Registered and Hosted on behalf of our subscribers, in the Name of Unilynx or Unilynx's delegated proxy. In the case of termination of contract and / or subscription Such Domains will only be released to the relevant Subscriber once all fees, termination penalties and subscription fees which may be due have been received by Unilynx.

## **6 TERMINATION PENALTY**

If the customer terminates this contract at any time during any twelve month contract period, Unilynx may, at Unilynx's sole discretion, relax the contract period and charge a termination fee equal to 3 months subscription and service fees. If the customer upgrades to a higher level of Service at any time, they will not be liable for any termination fee for the lower level of service.

## **7 RESTRICTION ON SUB LEASING AND CONFIDENTIALITY OF PASSWORDS.**

The customer may not under any circumstances assign, re-sell, sub-lease or in any other way transfer the Unilynx connection, nor allow any unauthorised use thereof without prior written consent from Unilynx. All passwords for access to any Unilynx Service are to remain strictly confidential and are for the use of the subscriber only. Contravention of this restriction in any way, whether successful or not, will result in services being terminated by Unilynx, in which event the customer will be liable for payment of fees due for the full term of the contract.

## **8 IMPROPER USE**

The Unilynx network may only be used for lawful purposes by the customer. All Unilynx's Services are subject to Unilynx's Acceptable Use Policy (â€œAUPâ€ ), which is available for perusal on Unilynx's Web site, situated at <http://www.unilynx.co.za/>

## **9 EXCLUSIONS OF WARRANTIES**

Any condition or warranty which might be implied or incorporated within this contract, by reason of statute or common law or otherwise, is hereby expressly excluded so far as may be permitted by law, while Unilynx will use all reasonable endeavors to provide a prompt and continuing service it will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, virus infections or service interruptions caused beyond the control of Unilynx, or by errors or omissions by the Customer. In no circumstances whatsoever will Unilynx be liable for economic or consequential loss. Unilynx specifically excludes any warranty as to the quality, speed or accuracy of information received through the services. Further, although Unilynx makes every effort to provide protection against Viruses, Trojans and Worms in Subscriber mailboxes, the responsibility lies with the subscriber to provide their own protection. Unilynx accepts no liability whatsoever for any such infection which may be experienced by the subscriber.

## **10 DATA PROTECTION**

Unilynx reserves the right to put the names and other information from the attached schedule and subscription form relating to its customers into a computerized directory for internal use only, unless specified written instructions are received from the Customer.

## **11 TERMS AND CONDITIONS OF THE Unilynx ANTI-VIRUS SERVICE:**

Unilynx utilises virus scanning technology on its e-mail platform. This is done by way of Internet Gateway Mailscanning. Although Unilynx shall endeavor to detect viruses and/or repair all affected email attachments in your mailbox, Unilynx does not guarantee that downloaded files will be free of infection or viruses or any other contaminating or destructive properties, and shall not be liable for any cost or damage, directly or indirectly arising out of loss of profits, business interruption, loss of programs or information. or any other cause.

## **12 GENERAL PROVISIONS**

12.1 This agreement constitutes the entire agreement between the parties, and any variation shall have no effect unless confirmed in writing by the parties.

12.2 Unilynx Reserves the right to cede all contracts to any party who can provide equivalent or better services, with at least 30 days notice being given to information providers and subscribers of any changes in contract terms, connection or network addressing details, or pricing.

12.3 Pricing may be adjusted from time to time with at least 30 days notice being given to information

12.4 If any provision of this agreement is held to be invalid the other provisions shall remain in force. providers and subscribers.

12.5 In no event shall either party be liable to the other for loss of profit or consequential damages.

12.6 Unilynx does not guarantee that downloaded files will be free of infection or viruses or any other contaminating or destructive properties, and shall not be liable for any cost or damage, directly or indirectly arising out of loss of profits, business interruption, loss of programs or information. or any other cause.

12.7 Whilst at all times Unilynx strives to maintain the network in an operational state, Unilynx can not be held responsible, neither directly nor indirectly for any downtime which may be experienced for any cause whatsoever, and shall not be liable for any cost or damage, directly or indirectly arising out of loss of profits, business interruption, loss of programs or information. or any other cause.

12.8 All subscriptions and contracts are deemed to be annual contracts, whether paid annually in advance or on a monthly debit order basis. The initial contract shall expire on the anniversary date, being twelve months from the date of registration, but the contract shall continue in force automatically thereafter on a twelve month basis unless two months written notice of termination is given prior to the anniversary/ renewal date, by either party.

12.9 Unilynx reserves the right to change these terms and conditions at any time during the term of contract, subject to prevailing circumstances. Use of any of Unilynx's services implies acceptance of the current terms and conditions and regulations in force.

12.10 The agreement shall be governed by the laws of the Republic of South Africa.

12.11 The Terms & Conditions shall be for the benefit of Unilynx and may be waived at our discretion.

## **13 PASSWORD**

If you have a password you undertake to keep it secure and warrant that no other person shall use the Services utilising your password, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Services is obtained using your password, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not

## **14 TERMINATION AND VARIATION**

We reserve the right to alter, restrict and/or terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be posted on this website and be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.