

Radio Active
P.O. Box 1409
Hoedspruit
1380
Cell: 082.560.5485



ICASA License No
0314/IECNS-IECS/Mar09

Tel: 015.793.0855
Fax: 086.628.5384

Argento Trading 125 cc t/a Radio Active Telecommunications
Reg no: 2006/054105/23

RADIO ACTIVE TELECOMMUNICATIONS BROADBAND WIRELESS INTERNET RENTAL SERVICE CONTRACT

1 SERVICE PROVISION

- 1.1 Radio Active shall, in accordance with the client's choices as set out in the accompanying application form, provide the client with access to the Internet via a dedicated Broadband Wireless connection to the Radio Active network infrastructure.
- 1.2 The broadband wireless link will be available on an "always on best effort" basis.
- 1.3 Any reference to connection speed represents the speed of the wireless connection to the Radio Active network infrastructure and does not guarantee available end-to-end bandwidth.

2. PRICING

- 2.1 The Service is structured as follows:
 - The Client pays in full for the installation and first month subscription.
 - Ownership of the equipment remains the property of Radio Active.
 - A pre-paid month to month subscription contract is applicable for a period of twelve (12) months, whereupon a thirty (30) day termination period will be required.
- 2.2 All other fees (if applicable) are payable as set out in the Application Form, which shall form part of this contract.
- 2.3 Should cancellation of subscription be required, Radio Active must be informed thirty (30) days in advance and the last month will be chargeable.

3. SERVICE OPTIONS

- 3.1 The contract and installation makes provision for one workstation access to the Internet.
- 3.2 Every additional device permanently attached to the network will be charged at R50.00/month.

4. TERM OF CONTRACT

- 4.1 The agreement to provide the services set out in this application form shall commence on the date that the provision of the service first commences and shall continue for such number of years as indicated by the client in the accompanying application form. Either party may terminate the Agreement to be effective on the last day of the month of such initial term by giving the other written notice of termination at least one (1) calendar month before the end of such initial term.
- 4.2 If neither party has given notice as contemplated in clause 4.1 above, this agreement shall endure indefinitely thereafter, provided that either party shall be entitled to terminate this agreement one (1) calendar month written notice to the other.
- 4.3.1 Radio Active shall not be liable for any data loss that a client might occur.
- 4.3.2 Radio Active shall not be liable for any loss of revenue that a client might have suffered in case of network failure or termination of the Radio Active network.

5. ACCEPTABLE USE POLICY

- 5.1 The client agrees not to use the services or Radio Active network infrastructure:
- in a manner which is offensive or unlawful or in violation of statutory legislation and regulations;
 - in violation of the requirements and rules of any regulatory authority;
 - in a manner which may cause harm to the name, goodwill and reputation of Radio Active, affiliates, and business partners;
 - to engage in any abuse of e-mail or spamming, which shall include, but is not limited to, the posting of unsolicited articles with substantially the same message to an unacceptably high number of e-mail recipients;
 - to post or transmit any message, data, image or programme which is defamatory, or which violates any other personal rights;
 - to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful;
 - to post or transmit any message, data, image or programme which violates the intellectual property rights of others;
 - to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not damage is intended by the subscriber;
 - to compromise the security or tamper with system resources belonging to Radio Active, or at any other site;
 - to violate the privacy of any person or organisation, which shall include but shall not be limited to "hacking".
 - For excessive downloading of music or video content (Peer-to-Peer).
 - To redistribute any internet connection provided by Radio Active to any other party that is not under contract with Radio Active.
- 5.2 The client hereby irrevocably indemnifies and holds Radio Active harmless against any claim for any loss, damage or cost arising from any breach of clause 5.1

5.3 In the event that the subscriber should engage in any one or more of the practices described in clause 5.1 then Radio Active shall be entitled to:

- demand that the client forthwith cease any such practises
- or terminate without notice the client's services.

5.4 Radio Active shall use all reasonable endeavours to notify the client of any action taken in terms of clause 5.3 above, but does not warrant that notice shall be given to the client prior to such action being taken.

6. EQUIPMENT RENTALS AND MAINTENANCE

6.1 The Radio Active equipment shall *at all times* remain the property of Radio Active.

6.2 The Client at all times remains responsible for fully comprehensive insurance of all Radio Active equipment installed on his/her premises.

6.3 The client shall in any event remain responsible for any equipment or software that is supplied by, or on behalf of Radio Active in connection with the service.

6.4 All risk, loss and damage as a result of weather to the Radio Active equipment shall reside with Radio Active. Such damaged equipment will be replaced by Radio Active.

6.5 Where appropriate, third party vendor equipment supplied by Radio Active may be covered by the vendor's standard warranties and guarantees. The client shall not engage in any action, which contravenes or voids the vendor's terms of warranty or guarantee.

6.6 In the event that the client engages in any action, which contravenes or voids the vendor's warranty, the client shall bear the costs of any repairs, replacements or extended warranties or guarantees.

6.7 Any IP Address supplied by Radio Active in connection with the service shall at all times remain the property of Radio Active.

6.8 The client shall accept installation of the equipment and services by allowing Radio Active or its agent's reasonable access to its premises.

6.9 The client shall allow Radio Active or its agents, all reasonable access to its equipment to perform maintenance and/or to inspect the state and condition thereof.

7 PAYMENT

7.1 Fees payable are monthly pre-paid as set and agreed in the Application Form provided as part of this contract.

7.2 All fees payable in terms of this agreement shall be payable monthly in advance (pre-paid) by means of a direct bank transfer. Radio Active shall at the beginning of every month withdraw any monthly fees and any other fees payable for the accounts as specified in this agreement and/or invoice the client in respect of the monthly fees and/or any other fees payable in terms of this agreement.

7.3 Subscription Fees are charged on the 15th of every month and become due on the 25th of each month. All outstanding late subscriptions will automatically be disconnected on the 3rd of each new month.

7.4 There shall be no obligation on Radio Active to send invoices and/or statements to the client indicating what monthly amounts are due by the client. The client shall therefore not withhold payment due to late or non-receipt of monthly invoices and/or statements.

- 7.5 The client shall not be entitled to any discount, refund or other credit in respect of any suspension or interruption of or delay in service.
- 7.6 Should the client fail to pay any amount owing to Radio Active on due date, Radio Active shall be entitled to cancel this agreement without notice to the client, or to suspend performance of its obligations pending full payment by the client.
- 7.7 Radio Active shall be entitled to charge the client a processing fee of R100.00 per failed payment, along with all other fees outstanding and any legal costs incurred.
- 7.8 In instances where this agreement, in respect of any services applied for, specifies a minimum duration or term and a client cancels the agreement prior to expiration of such minimum term, the remainder of all monthly payments payable during such minimum term shall immediately become due and payable to Radio Active.
- 7.9 In addition to the foregoing, Radio Active shall be entitled to charge interest at a rate of 2% per month above the prevailing bank prime bank rates of interest on any amounts payable by the client to Radio Active and not paid within fourteen days of due date.

ACCEPTANCE OF TERMS AND CONDITIONS

I, We _____ declare that I have read and understood the
Attached Service Contract and agree to fully abide by its terms and conditions.

Signed on _____ day of _____ 200_____

Subscriber

for: Radio Active Telecommunications

Witness