



I-Soft Net ADSL Access

Fax to: 0866 80 1396

DIAL-UP			
Access Options (tick option)	Please indicate the amount of Data you require in the box to the right		
	Where did you hear about this offering (Tick the applicable)	Web site	Other (Please state)

ACCOUNT DETAILS	
Company Name:	Contact Person:
Postal Address:	ID No:
	Postal Code:
Phone: (business)	(home):
Fax:	Cell:
Existing e-mail/other e-mail:	

SPECIAL INSTRUCTIONS
<i>Please indicate special instructions, if necessary.</i>

DIAL-UP TERMS AND CONDITIONS
Please see following page for Dial-up Terms and Conditions and be sure to sign the bottom right-hand corner.

START DATE: _____

CLIENT SIGNATURE: _____

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DIAL-UP TERMS AND CONDITIONS

SUBSCRIPTION

- 1 I-Soft Net, with effect from the commencement date, hereby grants to the subscriber the use and enjoyment of its computer network to gain entry to the Internet ("access") on the terms and conditions set out herein.
- 2 The subscriber hereby acknowledges receipt of such access and agrees:
- 2.1 that subscriptions are automatically renewable unless cancelled in writing 30 days prior to the last day of the period subscribed to i.e. one calendar month's notice;
 - 2.2 that subscriptions are based on calendar months and are calculated from the starting date of the month subsequent to the date of resignation. Thus payment will commence on the second month;
 - 2.3 that the renewal period will be the same as the subscription period for which the subscriber is currently subscribed unless I-Soft Net is otherwise advised one calendar month prior to the expiry of the subscription period;
 - 2.4 that subscription charges are payable in advance for the period of subscription;
 - 2.5 that the subscriber is liable for all telephone and other connections costs incurred in connecting to I-Soft Net's access service;
 - 2.6 not to give or make available in any way his/her personal log-in ID and password to any other person for such person's use ("unauthorised use") and undertakes to maintain the confidentiality of such log-in ID and password;
 - 2.7 in the event that any unauthorised use takes place, to pay immediately, on demand made by I-Soft Net, all such costs involved in the use of such subscriber's log-in ID and password;
 - 2.8 that the log-in ID and password will be used for his/her personal use only.
 - 2.9 The customer will purchase bandwidth as a discounted base package for X GB per month and then when that customer reaches their limit they will be capped and will have the option of purchasing further bandwidth in 1GB chunks at R 100 per GB. Customers not wishing to do this will have to wait until the end of the current month for the account to be reset. If a customer is capped they will have 2 options: They can wait until the end of the month for the account to reset itself or they can increase their monthly amount of data. The customer can increase the amount only for the month in which the cap exists and then presume billing based on the previous month's amount of data the following month. The customer will pay for this extra monthly amount.
 - 2.10 Customers will pay R100 per GB for the amount of data transferred over and above their base cap.
 - 2.11 User accounts may only be used on one ADSL line at any time.
 - 2.12 The subscriber will have the benefit of this service till such time that the ADSL service changes from a predefined authenticated method to a new usage based billing model. Should Telkom change the billing methodology during this term the subscriber will have to revert to their model within 30 days of I-Soft Net receiving notice from Telkom.
 - 2.13 Telkom ADSL is sold as a best effort service and does not provide any guaranteed throughput to the Internet..

SECURITY

- 3 In order to ensure the security and reliable operation of the system to all subscribers, I-Soft Net hereby reserves the right to take whatever action I-Soft Net finds necessary to preserve the security and reliability of the system.
- 4 The subscriber acknowledges that he/she is prohibited from utilising I-Soft Net's services to compromise the security or tamper with system resources or account(s) on computer(s) at I-Soft Net, or at any other site.

SPAMMING AND USER ETIQUETTE

- 5 The subscriber agrees to conform to generally acceptable Internet etiquette ("netiquette") and to abide by I-Soft Net's operating policies, which may be amended from time to time at I-Soft Net's sole discretion, (and the subscriber hereby indemnifies and holds I-Soft Net free from liability in respect of any loss or damage of whatever nature caused as a result of any violations of such policy) which policies include but are not limited to the guidelines set out below:
- 5.1 not to engage in any abuse of E-mail or spamming, and which shall include, but is not limited to, the posting or cross-posting of unsolicited articles with the same message (or substantially the same message) to an unacceptably high number of e-mail and newsgroup recipients that did not request to receive such messages;
 - 5.2 not to post or transmit any message, data, image or program which is defamatory, or violates any other personality rights;
 - 5.3 not to post or transmit any message, data, image or program which is illegal, offensive, threatening, abusive, harassing, harmful or hateful data, image or program;
 - 5.4 not to post or transmit any message, data, image or program which violates the intellectual property rights of others;
 - 5.5 not to interfere with use of the Internet by any other I-Soft Net subscribers or other users;
 - 5.6 not 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;
 - 5.7 not to cancel Usenet post other than the subscriber's own;
 - 5.8 not to repeatedly post gratuitous off the topic postings;
 - 5.9 not to gather e-mail addresses and/or names for commercial, political, charity or like purposes; and
 - 5.10 not to violate the privacy of any person, which shall include but shall not be limited to, hacking.
- 6 In the event that the subscriber should engage in any one or more of the above practices, which shall be determined in I-Soft Net's sole discretion and which decision shall be final, then I-Soft Net shall be entitled to:
- 6.1 Terminate, without notice, the subscriber's account and/or access to I-Soft Net's services, including but not limited to web hosting services and e-commerce;
 - 6.2 Bill the subscriber for any costs incurred by I-Soft Net, including, but not limited to, bandwidth, administration costs, downtime, usage of I-Soft Net's name or registered domain names, and CPU cycles; and
 - 6.3 Notify all those persons who received the offending spam of the personal and public information of the subscriber;



USE OF MATERIAL

7Without limiting the above, the subscriber undertakes to abide by all laws applicable to the intellectual property rights (including but not limited to: title, copyright, trade marks, and patents) of any and all data and/or information retrieved from the service including those expressly or impliedly specified by I-Soft Net or by any of the local or foreign service providers or any laws governing the provision of the service.

8The subscriber may not resell the information, or use the information for monetary gain, unless permitted to do so in writing by I-Soft Net and/or the Information Provider.

9I-Soft Net disclaims any warranty as to the quality or accuracy of information or fitness for a particular purpose.

10I-Soft Net makes no warranty as to the accuracy or quality of any information on the Internet.

CLIENT SIGNATURE: _____