

TERMS & CONDITIONS:

- Lehmann Brothers cc t/a TsunamiNET - hereafter referred to as The Service Provider, grants authorised users access to its systems subject to the following terms and conditions: -
- i. The Subscriber will be liable for all telephone call charges and other costs for connections to The Service Provider. The Subscriber will be responsible for the provision of suitable computer equipment and communication facilities required to connect to the network. All basic charges are payable in advance and are non-refundable. Usage charges (if any) are to be paid by the 5th of the following month. An amount of 50% according to the current price list price of the contracted service will be charged for reconnection fees for services that have been suspended or discontinued.
 - ii. No service will be commissioned or activated prior to payment confirmation.
 - iii. The Service Provider will not be liable to the Subscriber for any damage, incidental or consequential of any nature whatsoever. No warranties of any kind whatsoever, including, but not limited to the functionality and continuous operation of the network and accuracy or quality of any data available on the Internet, are made by the service provider.
 - iv. The Subscriber agrees not to use the network in contravention of any South African or International Law.
 - v. Subscribers, who have given authorization for credit card payments or debit order deductions, undertake to notify the service provider in the event of any changes occurring with respect to the details set out on the subscription form, and shall be liable for any amount not paid as a result of these changes. Those utilising Direct Debit Payments agree to be liable for a processing fee of ZAR 95-00 should the bank for any reason whatsoever not honour the debit order. A manual service-processing fee of 3% is charged for credit card transactions. Declined Credit card payments will also incur the 3% manual service-processing fee. Reconnection fees are chargeable automatically for subscriptions received after the 5th of each month.
 - vi. The Service Provider will provide access to the network once both parties have fulfilled all the terms and conditions of the use of the service hereto. The Service Provider also reserves the right to vary the minimal equipment needs that are required to access the service. In such a case, 60 days notice will be given to the Subscriber.
 - vii. The provision of service will commence from the date of registration, which can only take place upon receipt of a signed subscription form, confirming the Subscriber has read, understood and accepted the terms and conditions, and payment of the first monthly basic charge, including any sign-up fee applicable at the time. The first month will be subject to a pro-rata charge as all fees are per calendar month. All subscriptions thereafter will be renewable on the first day of each month in advance.
 - viii. Termination of service - either party must render three (3) calendar month's written notice of its intention to discontinue the service between them during which time the terms and conditions set out herein remain in full force and effect (see below). Annual contracts cannot be terminated prior to the expiration date; there are no refunds for paid-up annual subscriptions. Annual contracts will automatically renew unless TsunamiNET has received three months written notice of cancellation.
 - ix. The Service Provider reserves the right to discontinue the service at any stage, after giving twenty four (24) hours notice thereto, should the Subscriber not adhere to these terms and conditions of service. Attempted "hacking" of any system or equipment belonging to the Service Provider or blatant disregard for Para iv above will result in immediate account termination without any notice whatsoever. "SPAMMING" is not allowed and will result in immediate cancellation of the account and blacklisting of the user with all South African ISP's and the subscriber undertakes to reimburse all damages suffered by TsunamiNET as result of his SPAMMING activities as well as the cost of removing all blacklisting of TsunamiNET's services as result thereof.
 - x. The Service Provider reserves the right to amend its Price list and Terms and Conditions from time to time without prior notice. The Service Provider will however notify Subscribers of any necessary tariff increases that may occur from time to time. It is agreed that the Subscriber will terminate it's contract with three months written notice should the Subscriber not agree to the additional tariff being deducted from their account as authorised on the original subscription form.
 - xi. Customers with Service Level Agreements (SLA's) that offer alternate guarantees and terms agree the SLA will be the accepted Terms and Conditions of service overruling this document on any conflicting terms and conditions.
 - xii. Faults and Errors can be reported to our 24 hour call centre or via the ticketing system on the Service Provider's website located on <http://www.tsunaminet.co.za> where you will receive a ticket / reference number. Without a valid Ticket or Reference number the Customer understands that no formal tracking procedures are in place, and the Service Provider will only give due attention to properly reported faults / errors as described herein.

I have read and understood the terms and conditions as set out herein and agree to be bound by them.

Date

Signature