

Terms and Conditions

RECORDAL

SAOL.com sells access to its computer network on a subscription basis and access to the Internet is exercised via a dial-up connection by the subscriber keying in a valid log-in ID and password specifically granted to the subscriber (hereinafter referred to as the "log-in ID").

In order for the subscriber to be issued with a valid log-in ID and password, SAOL.com requires the subscriber to conclude this SAOL.com Service Agreement and the subscriber hereby binds himself to this agreement.

INTERPRETATION IN THIS AGREEMENT:

"effective date" - means when the subscriber receives his log-in ID and password, whichever date is the earlier;

"password" - means the word or device or sign given by SAOL.com to the subscriber that will entitle the subscriber to gain access to SAOL.com's computer network;

"service" - means any service as may be provided by SAOL.com in terms hereof;

"subscription" - means any amount payable to SAOL.com as stated in this agreement and, where applicable, includes the monthly connection fee, usage fees, monthly fees for closed user groups on SAOL.com Interactive, any interest outstanding, all current amounts due and amounts that must still become due.

SUBSCRIPTION AGREEMENT

- SAOL.com, with effect from the effective 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.
- The subscriber hereby acknowledges receipt of such access and agrees:
- That the log-in ID and password will be used for his/her personal use only
- 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;
- in the event that any unauthorised use takes place, to pay immediately, on demand made by SAOL.com, all such costs involved in the use of such subscriber's log-in ID and password;
- For all uncapped services: If the subscribers average usage is double that of the average user on the same service it is considered abusive and we reserve the right to terminate the account or move the subscriber to a more appropriate package. The uncapped service is designed to give you a fixed monthly cost it
- not designed so that one can do unlimited automated downloading.

We have set aside a 7 hour timeslot every day for those users that know how to automate their downloads to use.

This timeslot can vary from customer to customer.

The problem with uncapped accounts is that when they are exploited a small number of accounts can degrade the entire network. Our systems look for automation that consistently happens outside the allocated timeslot, because this gives us a strong indication that the customer does not know that he has been exploited. We only start looking for automation once a user exceeds 20Gigs for the month during the times not allocated for automated downloading.

There are a number of automation checks, but the most common two are:-

1. Is the upload usage high relative to the download usage, if it is, then it indicates that there is a virus sending out large volumes of email or that a p2p program is sharing the users computer with the rest of the internet.

2. If the customers current month projection is more than 50% greater than his previous months' usage, it usually indicates a problem. If we detect automation you go into a throttled pool which gets slower and slower the longer you are in it. You can get out the throttled pool by topping up or you can fix the problem causing the heavy usage in which case your usage should drop and you should be removed from the throttled pool at the beginning of the new month.

SYSTEM AVAILABILITY

SAOL.com shall use reasonable endeavours to keep the system available at all times, however, the subscriber agrees that SAOL.com shall not be liable to the subscriber or any other person or entity whatsoever in respect of (and the subscriber or any such person or entity shall have no claim against SAOL.com and the subscriber hereby indemnifies and holds SAOL.com free from liability in respect of) any loss or damage:

- caused by or arising from any fact or circumstances beyond the reasonable control of SAOL.com; or
- if such loss or damage is consequential or incidental loss or damage; or
- which is as a result of any downtime, outage, interruption in or unavailability of the system 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 Telkom (including, but not limited to, line failure) as well as by any other external communications networks and by the networks of Internet service providers other than SAOL.com.
- SAOL.com shall use its best endeavours to notify the client of any maintenance and repairs which may result in the system being unavailable but does not warrant that notice shall be given to the client prior to such maintenance and repairs being undertaken.

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- Without limiting the generality of the above the subscriber indemnifies and holds SAOL.com harmless against any and all losses, injury, damage, penalties or claims of whatever nature and howsoever arising from or in connection with the service hereby made available by SAOL.com.

PAYMENT OF CHARGES

- The subscriber shall pay the subscription, charges and charge rates as set out in the standard price list applicable as at the effective date and subject to any increases or decreases as allowed in terms of 5.5 below.
- The subscriber shall be invoiced for the monthly connection fee as set out in the price list in advance at the beginning of each month, and for usage fees as per the price list on a monthly basis on the last day of the month.
- The monthly fees for any premium services as may be offered from time to time on SAOL.com Interactive to which the subscriber has subscribed will also be deducted at the beginning of each month.
- In the event that the subscriber fails to pay any amount which may become due by the subscriber to SAOL.com in terms hereof on the due date for such payment, then, without prejudice to any of the rights granted to SAOL.com in terms hereof:
 - any such amount not paid on due date shall bear interest at the rate of 2% above the prime overdraft rate, calculated daily in advance as from the due date (both dates inclusive);
- SAOL.com 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. The subscriber is aware that SAOL.com will hand over his/her details to the credit bureau for blacklisting purposes.
- SAOL.com shall give the subscriber 30 days notice of any increase or decrease in the rates set out in its standard price list should SAOL.com 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.
- 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 SAOL.com's bankers, or in such other manner as SAOL.com

may from time to time determine and at such address as SAOL.com may elect. The subscriber shall sign all such forms and do all such things as may be necessary to give effect to the foregoing.

- 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 SAOL.com. In addition the subscriber shall not be entitled to any setoff, discount, refund or other credit in respect of any unavailability of the service.

SECURITY

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

SPAMMING AND USER ETIQUETTE

The subscriber agrees to conform to generally acceptable Internet etiquette ("netiquette") and to abide by SAOL.com's operating policies, which may be amended from time to time at SAOL.com's sole discretion, (and the subscriber hereby indemnifies and holds SAOL.com 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:

- 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;
- not to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights;
- not to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful data, image or programme;
- not to post or transmit any message, data, image or programme which violates the intellectual property rights of others;
- not to interfere with use of the Internet by any other SAOL.com subscribers or other users;
- 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;
- not to cancel Usenet post other than the subscriber's own;
- not to repeatedly post gratuitous off the topic postings;

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- not to gather e-mail addresses and/or names for commercial, political, charity or like purposes; and
- not to violate the privacy of any person, which shall include but shall not be limited to, hacking.
- In the event that the subscriber should engage in any one or more of the above practices, which shall be determined in SAOL.com's sole discretion and which decision shall be final, then SAOL.com shall be entitled to:
- terminate, without notice, the subscriber's account and/or access to SAOL.com services, including but not limited to web hosting services and e-commerce;
- bill the subscriber for any costs incurred by SAOL.com, including, but not limited to, bandwidth, administration costs, downtime, usage of SAOL.com's name or registered domain names, and CPU cycles; and
- notify all those persons who received the offending spam of the personal and public information of the subscriber.

USE OF MATERIAL

- 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, trade marks, and patents) of any and all data and/or information retrieved from the service including those expressly or impliedly specified by SAOL.com or by any of the local or foreign service providers or any laws governing the provision of the service.
- The subscriber may not resell the information, or use the information for monetary gain, unless permitted to do so in writing by SAOL.com and/or the Information Provider.
- SAOL.com disclaims any warranty as to the quality or accuracy of information or fitness for a particular purpose.
- SAOL.com makes no warranty as to the accuracy or quality of any information on the Internet.

N.B All uncapped accounts are subject to the FUP (fair Usage Policy) , depending on the capacity available and congested on the network, the fair usage will vary. We do not set limits on the uncapped accounts, the bandwidth usage you see displayed, is merely the fair usage guidelines. P2P and Bit Torrents are shaped when the network is congested.

INDEMNITY

The subscriber hereby indemnifies and holds SAOL.com and any other person free from liability for loss or damage of whatever nature and howsoever arising from the subscriber's use of the service and/or failure to perform its obligations in terms of this agreement, including but not limited to its failure to comply with the above guidelines, and with any other requirements of SAOL.com as may be

imposed from time to time.

BREACH

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 SAOL.com 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:

- claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
- immediately suspend the services provided for in this agreement until such time that all such outstanding amounts have been paid; and/or
- 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.

CERTIFICATE OF INDEBTEDNESS

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

CESSION AND DELEGATION

- The subscriber shall not cede any of his/her rights nor delegate any of his/her obligations hereunder.
- SAOL.com 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.

JURISDICTION

The subscriber hereby irrevocably 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 SAOL.com arising out of this agreement, provided that SAOL.com 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.

TERMINATION OF AGREEMENT

The agreement can be terminated upon prior written notice

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of 1 calendar month by either party unless a 12 or 24 month contract is entered into. In this case, the contract is binding for the duration specified, and prior to the anniversary of the contract, we will require one calendar month notice. Termination will not result in any refund by SAOL.com of pre-payments made to SAOL.com. On account of termination, no refund will be made and outstanding balances remain valid and have to be settled within 30 days of termination. If clients are using SAOL hardware, this needs to be returned in the full complete packaging as it was initially supplied, as there is no way we can send this unit to another client, and neither can we return this to our supplier, in good faith, the hardware is supplied in excellent condition, if you are unable to supply us with the original packaging, we will have no choice but to invoice you for a full unit, and you can keep the router we supplied. Payment must be made immediately for this.

GENERAL

- 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.
- No variation of this agreement shall be binding unless recorded in writing and signed by the parties.
- The subscriber agrees that by furnishing his/her bank details, he/she consents to SAOL.com deducting the amount of his/her subscription and other charges from the account specified.

N.B - *Following Packages Subject to 12 month contract

1. Up to 1024k (10 Gigs) + E-mail Address (R165)*
2. Up to 2048k (10 Gigs)+ E-mail Address (R299)*
3. Up to 10240K (10 Gigs) + E-mail Address (R425)*

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