

BUNDU NETWORKX PTY (LTD) STANDARD TERMS AND CONDITIONS

Shop 10-14, Meander Square
 Nottingham Road
 PO Box 142
 Rosetta, 3301
 Vat No: 4650222906

033 2666 729 / 033 815 9500
 email: support@bundunet.com



1. Customers to be within range
 - 1.1. Customers must be within range of a Bundu NetworkX high site.
 - 1.2. Customers to be in "Line of Sight" of a Bundu NetworkX high site.
 - 1.3. Bundu NetworkX does not guarantee the provision of specific high site availability.
2. Virus and Spyware protection
 - 2.1. Bundu NetworkX provides Virus protection and protection against Spyware on Bundu NetworkX Equipment.
 - 2.2. Individual Customers are responsible for the provision of full Virus and Spyware protection on their own equipment.
3. Commencement and Duration
 - 3.1. The Agreement shall commence on the date that Service is first provided.
 - 3.2. Option 1 installation: Initial duration of the service is for 12 months, thereafter service shall be provided on a month-by-month basis.
 Option 2 installation: Service is provided on a month to month basis.
 Notice of termination of service must be provided in writing at least 30 days prior to termination by either party.
4. Charges and Payment
 - 4.1. All prices in the cost schedule include VAT.
 - 4.2. The Customer agrees to pay to Bundu NetworkX in full, all fees for the Services specified in the schedule.
 - 4.3. The Customer agrees to sign a debit order instruction to authorize Bundu NetworkX to draw against the Customer's account any monies due to Bundu NetworkX by the Customer.
 - 4.4. Monthly payments for services shall be settled monthly in advance for the following month of service.
 - 4.5. Connection fees are due for payment when connection is established.
 - 4.6. Accounts that are outstanding after the 5th of each month due to non-payment or rejection of the debit order may result in service disconnection without further notice.
 - 4.7. A re-connection fee or debit order rejection fee of R 200.00 will apply.
 - 4.8. After the first 12 Months of the Service, Bundu NetworkX shall be entitled from time to time to increase the monthly fees
 - 4.9. The Customer agrees to pay any additional invoices issued, for work completed by Bundu NetworkX, on receipt of invoice. Any problems or disputes with work completed must be reported in writing to support@bundunet.com within 5 days of completion.
 - 4.10. The Customer agrees and accepts that invoices will only be sent via email.
5. Equipment stationed on Customer premises
 - 5.1. All equipment installed at the Customer's Premises by Bundu NetworkX shall remain the property of Bundu NetworkX for the duration of this agreement, after which ownership shall pass to the client (in the case of installation Option 1: 12 months; in the case of installation option 2: 1 month).
 - 5.2. Customers are required to keep Bundu NetworkX equipment safe from abuse and from theft or damage.
 - 5.3. Customers are to install mains and telephone line lightning protection equipment, where these are connected to Bundu NetworkX equipment, and unplug Bundu NetworkX equipment during thunderstorms.
 - 5.4. Bundu NetworkX equipment must be insured by the Customer as part of the normal household equipment.
6. Bundu NetworkX supply responsibility
 - 6.1. Bundu NetworkX will provide Internet access by way of an Ethernet Cable connection, to the Customer's computer.
 - 6.2. Bundu NetworkX has no responsibility for any Customer owned equipment.
 - 6.3. General maintenance work on the Bundu NetworkX system network will be required from time to time. This may result in service interruptions, which are beyond the control of Bundu NetworkX.
 - 6.4. General weather conditions may cause service interruptions.
 - 6.5. Bundu NetworkX service is provided over a shared "best effort" and contended network with limited service guarantees which may be impacted by the activities of other users. The help ensure all customers have fair and equal use of the service, and to protect the integrity of its network, Bundu NetworkX reserves the right to prevent improper or excessive usage. This may be, but is not limited to, shaping throughput or rate limiting throughput.
 - 6.6. All uncapped accounts will be subject to a "fair use" policy.

7. Customer's obligations

- 7.1. Fees will be paid in full and on time.
- 7.2. The customer will use the service in accordance with Bundu NetworkX instructions.
- 7.3. The Customer is prohibited from reselling or sharing Bundu NetworkX Services to or with third parties.
- 7.4. Customer may not at any time use the Service in contravention of any South African law or regulation, including, but not limited to: fraudulent activities, activities that result in the sale or distribution of illegal or pirated software, any unlawful use of multimedia, violation of any domestic or international laws that prohibit any acts including child pornography, bestiality or hate speech and discrimination based on race, gender or religion.
- 7.5. To ensure the integrity and safety of the Network, Bundu NetworkX reserves the right to prevent and restrict improper or excessive usage of its network and related resources (this may include but is not limited to: any unsolicited mass mailing activity without the express consent of the recipients of those mails; any interference with service to any user, host or network including mail bombing, and broadcast attacks).

8. Warranties

- 8.1. Bundu NetworkX does not guarantee that the information transmitted by or available to Customers by way of the Services:
 - 8.1.1. will be preserved or sustained in its entirety;
 - 8.1.2. will be delivered to any or all of the intended recipients;
 - 8.1.3. will be free of inaccuracies or defects or bugs or viruses of any kind; or
 - 8.1.4. will be secured against intrusion by unauthorised third parties.

9. Exclusion of Liability

- 9.1. Bundu NetworkX shall not be liable for any loss or damage arising directly or indirectly out of the Services.
- 9.2. This includes but is not limited to, their use, access, withdrawal or suspension.

10. Breach

- 10.1. Breach will be considered if Customer hereto:
 - 10.1.1. breaches or fails to comply with any of the terms or conditions of this Agreement
 - 10.1.2. and fails to remedy such breach or pay such amount within 5 (five) days after the receipt of written notice from Bundu NetworkX;
 - 10.1.3. or commits any act of insolvency;
- 10.2. Bundu NetworkX shall have the right to:
 - 10.2.1. suspend, cancel or terminate the Services and this agreement;
 - 10.2.2. treat as immediately due and payable all outstanding amounts
- 10.3. In any event this shall be without prejudice to Bundu NetworkX' right to claim damages.
- 10.4. Customer shall be liable for all costs incurred by Bundu NetworkX in the recovery of any amounts due to Bundu NetworkX by the customer.
- 10.5. Bundu NetworkX shall be entitled to suspend the provision of the Services where Customer breaches any provision of this Agreement or where any payment to Bundu NetworkX is overdue by more than 5 (five) days.

11. Cession

Customer shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party unless consented to in writing by Bundu NetworkX.

12. Complaints and procedure

Any violation or contravention may at any time be reported to abuse@bundunet.com

13. Force Majeure

Bundu NetworkX shall not be liable for non-performance under this Agreement to the extent to which the nonperformance is caused by events or conditions beyond the control of Bundu NetworkX, provided that Bundu NetworkX makes all reasonable efforts to perform.

14. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

15. Domicilium Citandi Et Executandi

For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these Standard Terms and Conditions are attached. Bundu NetworkX chooses its domicilium citandi et executandi ("domicilium") at Meander Square, Nottingham Road, KwaZulu Natal.

16. General

- 16.1. No variation, amendment, of this Agreement will be binding unless recorded in a written document signed by a duly authorized representative from both Bundu NetworkX and Customer.
- 16.2. In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.
- 16.3. Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.
- 16.4. Bundu NetworkX reserves the right to add, delete or modify this policy at any time, effective upon posting this notification on Bundu NetworkX's website.