Business Monkey Web Services
ADSL Terms and Conditions of services

Released Date: 2013-09-08

1. All prices are VAT inclusive.

2. Terms and conditions may change without prior notice.

3. Payment is by debit order only and in advance for the services that you receive. The debit order will be processed on the first business day of every month.

4. Failed debit orders may carry a penalty of R100 which will be levied against your account. Even though your subscription is collected via debit order, you will receive an invoice via email for your records.

5. Should your debit order fail, your services may be disabled immediately and you will be required to pay your arrears, the R100 debit order penalty, and a deposit amount equal to 50% of the failed debit order to a maximum of R500.00 before your service is re-enabled again. The deposit required will double every time your debit order fails. The deposit will be refunded, interest free on termination of the service.

6. BizMonkey reserves the right to reprocess failed debit orders at any time for the outstanding amount or any part thereof. Should your debit order fail for any reason you will be responsible for any fees imposed by your bank.

7. If you do not use your ADSL service in the month this does not entitle you to stop your debit order. Your ADSL monthly subscription is payable irrespective of whether you use your ADSL service or not or whether your service is disabled or not and the monthly amounts will continue to accrue against your account until the service is cancelled in writing with a copy of your Identity Document.

8. You are required to give BizMonkey 1 calendar months written notice accompanied by a copy of your Identity Document when terminating a service.

    For the absence of doubt examples are given:
    *   Should you cancel your service on the 1 July, you will be required to pay for both July and August months;
    *   If you cancel your service on 15 July, you will be required to pay for July and August months;
    *   If you cancel your service on 31 July, you will be required to pay for July and August months.

9. In the event of you wishing to cancel you may inform BizMonkey via email, fax, letter or phone call. BizMonkey staff will call you back on a recorded telephone call to the cell phone number and/or the land line number that you supplied at the time of applying for your service. In the event of BizMonkey not being able to contact you on either of those telephone numbers then a service can only be cancelled by FAXING it to (086) 768 4343. On the cancellation FAX you must include the following: Your name and ID number, your ADSL account name and a copy of your ID. This copy of your ID is required as it is compared to the earlier ID document received in the application this prevents a person maliciously cancelling someone else's service. Please make sure that you keep the confirmation of receipt produced by your FAX machine as proof of cancellation date. Your account will be deleted on the last day of the following month.

10. You may not sign up for multiple accounts using the same bank details. Should you wish to order any additional services you will be required to email billing@bizmonkey.co.za.

11. For the protection of all customers, should you fraudulently enter bank details not belonging to yourself, BizMonkey will:
    *   institute criminal charges against you;
    *   prevent you from subscribing to this service again;
    *   blacklist the location that you were using;

12. If you connect with a faster circuit, you will AUTOMATICALLY be billed for the higher circuit price.

13. If your account is activated after the 20th of the month both the amount that you are invoiced and the Gigs that you have bought will be pro rata.

    For the absence of doubt examples are provided:
    - If you are activated on the 20th July, you will be billed for the full month of July and receive the full Gigs;
    - If you a re activated on the 21st July you will be billed for the remaining 10 days in July and you will receive 10/31 of the Gigs;
    - However you will be billed pro rata for the circuit from date of activation of your ADSL circuit irrespective which day of the month it is activated;
    - Since payment is for services in advance, your FIRST debit order amount will be for the month that you are activated in plus the following months services;

14. Promotional free and discounted services for a limited period are opt out services. Should you wish to cancel the service at the end of the promotional period you are required to cancel in the prescribed manner as laid out in these terms and conditions.

15. If you have been given a free or discounted router as part of any promotional package and you opt out before the end of 12 calendar months you will be required to pay the full purchase price of the router..

16. In the event of you having received a free or discounted ADSL router as part of your package, should you terminate the contract within 12 months you will be required to pay the full purchase price of the router.

17. Should you downgrade any ADSL Package you will be liable to pay a downgrade fee of R250.00.

18. You may only connect from ONE account per location.

19. Additional accounts at the same location will be disabled or the owners of each of the secondary accounts will be billed at the top up rate as prescribed on our website from time to time.

20. You receive a CAP which is the maximum amount of the sum of your upload/download traffic that you may use in a month. Spare Cap is not carried to the following month unless you have done a "rolled top up" in which case whatever is left of your "rolled top up" gigs will be carried over to the following month.

21. Uploading and downloading is not limited to reading web pages and browsing the internet. Getting email, listening to the radio, streaming video clips are also included in your download/upload limit.

22. Should BizMonkey detect that a user has downloaded for example more than 3Gigs on a 3Gig account without "topping up", these extra Gigs that were used, but not paid for will be subtracted from the users Gigs in the following month.

23. If you run out of gigs during the month, you may buy additional gigs. Such top ups will be charged at the rate displayed on the website at the time that the application for a top up was made and subject to the further acceptance of these terms and conditions.

24. Should you top up during the month, this amount will be collected in the debit order run on the 1st working day of the following month. The Gigs that you top up DO NOT carry over to the following month unless you have paid the roll over fee or have purchased a cap saver add on service, nor are they pro rata.

25. BizMonkey scans emails for both viruses and unsolicited bulk email (SPAM). BizMonkey will not be held liable should an email be erroneously blocked as SPAM.

26. Further, BizMonkey uses a third party virus scanner in order to scan for viruses. Only viruses that are known by this scanning software can be blocked.

27. BizMonkey will not be held liable for any damage caused by a virus that was unable to be blocked by

the virus scanner.

28. A customer is prohibited from sending unsolicited bulk email and our mail servers will only allow you to address your email to a maximum of 25 recipients.

29. For purposes of billing you will be billed according to the circuit speed that you are using not the circuit speed you subscribed to.

   As an example, if you have signed up for a 384 Kb circuit but the exchange reports to us that you are using a 1024Kb circuit, we will advise you of such and then adjust your subscription accordingly.

30. DOMICILIUM AND NOTICES
   The parties choose domicilium citandi et executandi for all purposes under this Lease as follows:

   BizMonkey:
   PO Box 6320 Greenhills 1767

   The BizMonkey ADSL Account Holder at either of the following:
   Fax No., Email, Physical Address (Work/Home)

   Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

   Any notice given and any payment made by one party to the other ("the addressee") which:
   • is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
   • is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth (4th) day after the date of posting;
   • is transmitted by fax or email shall be deemed (in the absence of proof to the contrary) to have been received within one (1) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within four (4) hours of the commen cement of the following business day if transmitted outside those business hours.

31. Acceptance by BizMonkey of this contract.
   BizMonkey confirms acceptance of this contract at the time the prospective customer completes the application form and create the connectivity account and that such acceptance will have been recorded with the date and time of such acceptance.

32. ADSL Acceptable Use Policy
   You will not use the ADSL Service, directly or indirectly, in a way that:
   • spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;
   • interferes with any third party's use of the ADSL Service;
   • transmits unsolicited bulk messages;
   • in BizMonkey's sole discretion constitutes abuse of the ADSL Service or of BizMonkey's systems.

33. BizMonkey reserves the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.

   You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the ADSL Services, or create an unusually large burden on our network or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or use the ADSL Services in an abusive manner.

34. We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of the ADSL Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our sole discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our sole discretion. Should we discover that you have found a way to bypass any of our control measures your service will be restricted, suspended or terminated,

in our sole discretion.

35. We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.

36. We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers. In the Home Uncapped Service the concurrent PCP steams are limited to 40.

37. We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the ADSL Service.

38. We are committed to provide you with an uninterrupted ADSL Service. However, we cannot guarantee that the ADSL Service and the allocated capacity will always be available.

39. We can terminate the ADSL Service at any time if we decide to discontinue the ADSL Service offering for any reason whatsoever, without any further liability to you.

40. If the ADSL Service is used in a way that we, in our sole discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the ADSL Services or your account.