

3G Service Provision Agreement

Entered into by

Alexander Miller CC

T/A

Imaginet

Registration No: CK9741251/23
(from here on referred to as “Imaginet”)

Represented by:
at the following physical address:

**16A Henry Street,
Grahamstown 6139**

and at the following email address:

info@imaginet.co.za

and

Name/Company Name:

Registration/ID Number:
(from here on referred to as the “Customer”)

Represented by:
at the following physical address:

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and at the following email address:

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(from here on jointly referred to as “the parties”).

Considering that the Customer wants to rent Service(s) from Imaginet;

And considering that Imaginet is willing to provide those Service(s) according to the conditions set out in this Agreement;

The parties agree to the following:

1. Provision of Service

Imaginet will install, provide and maintain the Service as set out in Annexure A attached to this Agreement, from here on referred to as the "Service(s)".

2. Term

2.1. The parties agree that the Service(s) will be given on a month-to-month basis from the date of installation or commission. This Agreement will automatically be renewed on a month-to-month basis, unless either party gives the other twenty (20) business days' written notice of intention to cancel this Agreement.

2.2. This Agreement takes effect on the date that the signed agreement is received by Imaginet (referred to as the "Effective Date").

3. Conditions

3.1. The Customer agrees to read and abide by Imaginet's Acceptable Use Policy (AUP), which will be considered as an Annex to and a part of this Agreement. The AUP can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail. The Customer understands and accepts that the AUP may change from time to time, without notice, and that it is his/her responsibility to regularly check for updates..

3.2. The Customer agrees to follow the terms and conditions set out in Imaginet's Service Agreement, which will be considered as an Annex to and a part of this Agreement. The Service Agreement can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail.

3.3. The Customer understands that the rented Service(s) are given on an 'as is, as available' basis, and that Imaginet does not guarantee the availability of the Service(s).

4. 3G Modem Warranty

4.1. Once the device has been delivered to the Customer or a designated/authorised employee or agent, the Customer will automatically take on all risk related to the device. This means that the Customer:

4.1.1. will pay any and all insurance premiums relating to the device that was issued to him/her to a separate insurance company, and will make sure that the device is insured for its full value; or

4.1.2. if hardware that Imaginet provides (including, but not limited to, the mobile broadband hardware) gets lost, stolen or damaged (in a way that is not covered by the warranty referred to in section 4.3) within the duration of this Agreement, the Customer will be responsible for paying all costs to replace the

hardware so that the services can continue.

- 4.2. Imaginet provides a twelve (12) month warranty on the hardware for this product relating to faults in material and workmanship when used normally.
- 4.3. This warranty only applies if the 3G modem is purchased from Imaginet. The warranty period for the modem starts on the day that it is ordered, and not the day that the Customer receives it.
- 4.4. Imaginet does not cover damage or failure caused by accident, misuse, modification, faulty installation, lightning, serial numbers being removed, or repair that is done by a person who has not been specifically designated to do that repair by Imaginet. The warranty does not cover faults that come from normal wear and tear, or any use that goes against local, regional or national technical or safety standards.
- 4.5. For the warranty to apply, the Customer must report the faulty product to Imaginet to get advice on where to send it.
- 4.6. If the mobile broadband hardware device is stolen or damaged:
 - 4.6.1. and the Customer requests a quotation, Imaginet will give him/her a fair written estimate of how much it will cost to replace the device for insurance purposes or for claiming in terms of any policy; and
 - 4.6.2. the Customer will be responsible for the device fee until the end of the twelve (12) month duration, whether or not he/she chooses to get a new device.
- 4.7. In terms of faulty or damaged mobile broadband hardware:
 - 4.7.1. If the Customer receives a faulty mobile broadband hardware device, where a manufacturing fault makes it unusable, he/she can arrange to have the device returned to Imaginet within six (6) months of the Effective Date at Imaginet's expense. Once the device has been received, Imaginet will either arrange to repair or replace the product, or will refund the paid price.
 - 4.7.2. If the device becomes faulty or defective after the six (6) month period, but within the twelve (12) month warranty period, once Imaginet has been informed of the problem and has received the device within fourteen (14) days of being informed, they will, where possible, try to get the device repaired, but will not have to replace it if it is irreparable.
- 4.8. If a device becomes unusable because it is broken, or is damaged, lost or stolen, the Customer will be responsible for the cost of repairing or replacing the device, and section 4.7 will apply.

5. Termination of Agreement

- 5.1. Either party can cancel this Agreement by giving the other party twenty (20) business days' written notice.
- 5.2. If the Customer chooses to cancel any Service(s) or change anything regarding the Services after the Effective Date of this Agreement, he/she will be responsible for a reasonable penalty, and will pay such a fee to Imaginet upon demand.

- 5.3. Payments for Service(s) are debited in advance. If the Customer doesn't meet the obligations set out in this Agreement, his/her Service(s) may be suspended or terminated at Imaginet's discretion.
- 5.4. Imaginet has the right to cancel the Customer's SIM card and monthly data allowance if, within a month of his/her Service(s) being suspended, payment has still not been received.
- 5.5. The Customer will need to pay Imaginet the full rental for any months where he/she was suspended and for the twenty (20) business days that are required for cancellations.

6. Data Usage

6.1. Regarding purchase and activation:

- 6.1.1. The Customer must be in an area that is covered by the selected service provider's data network as shown in the Network Coverage Agreement.
- 6.1.2. Data bundles are billed in advance on the first day of every month with additional usage being billed in arrears.
- 6.1.3. Data bundles that are activated in the middle of the month will be billed pro-rata for the first month's usage.

6.2. Regarding all In-Bundle Usage:

- 6.2.1. From the time that you purchase your data bundle, all usage will be added to its MB balance.
- 6.2.2. Data bundles only apply to usage within South Africa.
- 6.2.3. If a session is left open without being used for twenty-four (24) hours, R0.02's worth of bytes will be added to the MB balance each day until the session is closed.
- 6.2.4. Data usage is measured at the same rate during peak and off-peak hours.
- 6.2.5. Data bundles do not apply to international data roaming, and this will be charged according to that country's and that operator's roaming rate.
- 6.2.6. Customers can check their bundle usage by logging into the Imaginet Control Panel at <http://my.imagnet.co.za>. The Customer understands that usage is updated every 24 hours, and recent activity will therefore not be shown.
- 6.2.7. If the Customer chooses not to use an Imaginet modem, Imaginet is not responsible for the functionality and software of that modem and how the Customer's data usage is affected by it.

6.3. The data bundles that Imaginet sells are soft-capped, and all additional usage is billed at a rate of R1.10 per mb.

6.4. Regarding the validity and expiry of bundles:

6.4.1. Bundles are valid from 00h00:00 on the first day of each month until 23h59:59 on the last calendar day of that month.

6.4.2. Once the Customer has asked for this Service, bundles will be supplied on a monthly basis.

6.4.3. Data Bundles can be upgraded or downgraded upon written request. Upgrades can take place within 24 hours of the request. Downgrades can only take place at month end.

6.5. Regarding rollover of data:

6.5.1. Data is given on a “use it or lose it” basis, and unused data cannot be rolled over to the following month.

6.5.2. Data cannot be transferred from one Customer to another.

6.5.3. Data cannot be refunded or given a Rand value.

6.6. If a Customer is excluded from the Service for any reason, data that was included in the bundle will not be transferable.

6.7. Regarding coverage:

6.7.1. The connection speed that the Customer will have will depend on factors, like:

6.7.1.1. which Speed Stick or modem is being used;

6.7.1.2. what coverage in the area is like; and

6.7.1.3. what the network conditions are like, for example how many people are using the network and how close the Customer is to the base station.

6.7.2. Customers will only be able to experience HSPA connection speeds in HSPA coverage areas.

7. Domicilium Citandi et Executandi

7.1. The parties accept that the addresses set out on the opening page of this Agreement will be the address or “*domicilium*”, where documents related to this Agreement can be delivered and where any legal processes can be served.

7.2. The Customer understands that communication delivered to such addresses will be considered received, unless proven otherwise.

7.3. Either of the parties can change their domicilium to another physical address, as long as that party informs the other of the change by giving fourteen (14) days' written notice.

8. Assignment

The Customer may not sell, assign, cede or transfer this Agreement, any part of it or any rights given in it to another person without first getting Imagenet's written consent, which Imagenet won't unreasonably withhold.

9. No Waiver

If either party fails to exercise any rights under this Agreement in any instance, the failure will not mean that the right is waived in other instances. If such a party waives any obligation of this Agreement, it does not mean that other obligations will be waived. A change of any provision in this Agreement will not mean that other obligations are waived.

10. Severability

If for any reason an appropriate court finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced as far as possible to reflect the intention of the parties, and the rest of this Agreement will not be affected.

11. Force Majeure

Neither party will be responsible for any failure to perform their obligations if the failure results from any act of God or other cause beyond their reasonable control.

12. Applicable Law

The terms and conditions of this Agreement and the Annexures attached to it, will comply with the laws of the Republic of South Africa.

13. Entire Agreement

This Agreement makes up the entire Agreement between the parties and replaces any previous written or oral Agreement or understanding regarding the content found here. No interpretation, amendment, or change to this Agreement will apply unless it is written and signed by both parties.

By initialling each page and signing below the parties have agreed that this Agreement will be carried out by and through their authorised representatives.

Customer representative

Date

Imaginet representative

Date

Annexure A

Service(s) Applied for:

VODACOM:

Quantity	Package	Free Traffic	E-mails	Setup Fee	Base Price/mo	Each Extra 1MB
	Vodacom 0	0 MB	1	R300.00	R28.50	R1.10
	Vodacom 100	100 MB	1	R300.00	R89.00	R1.10
	Vodacom 250	250 MB	2	R300.00	R160.00	R1.10
	Vodacom 350	350 MB	2	R300.00	R230.00	R1.10
	Vodacom 500	500 MB	2	R300.00	R270.00	R1.10
	Vodacom 1024	1024 MB	2	R300.00	R499.00	R1.10

All prices **include** VAT at 14%.

Service(s) Applied for:

MTN:

Quantity	Package	Free Traffic	E-mails	Setup Fee	Base Price/mo	Each Extra 1MB
	MTN 0	0 MB	1	R300.00	R28.50	R1.10
	MTN 100	100 MB	1	R300.00	R80.00	R1.10
	MTN 250	250 MB	2	R300.00	R150.00	R1.10
	MTN 350	350 MB	2	R300.00	R200.00	R1.10
	MTN 500	500 MB	2	R300.00	R230.00	R1.10
	MTN 1024	1024 MB	2	R300.00	R399.00	R1.10

All prices **include** VAT at 14%.

Service(s) Applied for:

3G Device:

Please note: The 3G device is a **once off** Payment

Quantity	Device	Connection type	Once off Price
	Huawei E367	USB 2.0	R998
	GT Max 7.2	PCMCIA	R700

Please note: If you want to pay the device off monthly, then you are going to need to sign a **12 month 3G device contract.**

Physical Address for delivery:

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****Please include a copy of your ID when returning this application form to us****