

SUBSCRIBER AGREEMENT

BETWEEN

SolaNet ISP (PTY) Ltd

AND

SUBSCRIBER / APPLICANT DETAILS

Company Name:			
Name & Surname:			
ID Number:		VAT No:	
Company Reg. No:		Email to receive invoices:	
Tel:		Mobile to receive sms:	
Physical Address:			
		Postal Code:	
Postal Address:			
		Postal Code:	

SERVICE

Package Description:					
Monthly Service fee	R				
Service Term: (tick)	Monthly			24 Months Rental	
Installation Fee:					

CONFIRMATION

I/We hereby confirm that I/we authorise to enter into this agreement. The information provided is true and correct. Herewith I/We agree that an ITC check may be done and our account debited with the amount of R50.00.

For Subscriber / Applicant

Signed at _____ this _____ of _____ 20_____

Full Name and designation: _____

Signature: _____

For SolaNet Representative

Signed at _____ this _____ of _____ 20_____

SOLNAET OFFICE USE

Service Start Date:		Copy Of ID:	
Radius Username:		Proof of resident:	
Customer account Number:		ITC Check:	
Photos of installation:		ITC Check Clear:	

SolaNet Initial: _____

Subscriber Initial: _____

Debit Order Mandate for SolaNet ISP (PTY) Ltd

Please tick

Payment method **Electronic Transfer** On or before the 25th or 1st of every month **Debit Order** On the 25th of 1st working day of every month

Banking Details

Section C Debit Order

Bank Name		Branch Code	
Branch Name		Type	
Account Number		Account	
Account Holder			
Account Holder ID			

Credit Card Details

Credit Card Number		Expiry Date	
Account Holder		Credit Card Type	

(Master or Visa)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows: Please mark with X

- i. On the 25th _____ or on the 1st _____ day ("payment day") of each and every month commencing on _____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and represent the instruction for payment as soon as sufficient funds are available in my account;
- ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / we, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party

Thus done and signed at _____ on _____ day of _____ 20_____

Signature Bank Account Holder

SolaNet Initial: _____

Subscriber Initial: _____

Terms and Conditions

Detailed description of goods and/or services

SolaNet ISP (PTY) Ltd (herein referred to as "SolaNet") is an Internet service provider that markets hosting, Internet access, VoIP and web development services.

Delivery policy

Subject to availability and receipt of payment, requests will be confirmed within 2 working days and delivery confirmed telephonically or via e-mail.

Liability

By agreeing to use our services you agree to our standard terms and conditions.

Return and refunds policy

The provision of goods and services by SolaNet is subject to availability. In cases of unavailability, SolaNet will refund the client in full within 30 days. All goods such as hardware and software remains the property of SolaNet until paid in full. **After 30 days of installation, all CALL OUT FEES and work done are payable within 48hrs.**

SolaNet offers a R 500.00 rebate for all equipment less than 1 years old. The rebate is paid out for complete working installation kits delivered to our offices, in Vanderbijlpark, by the client. Should we need to collect the kit from the client's premises, a travel charge of R 8.00/km will and labour be deducted from the rebate amount before payment is made.

Wireless and fibre equipment guarantee

-Upon activation and installation of wireless equipment, we offer up to 12 months factory guarantee on all equipment. Standard T&C apply.

-We give a 30 day workmanship done on all new installations.

-All changes / improvements / repairs / software updates / security upgrades to the equipment are for the client's account unless the damage / fault are as a result of the company's negligence. It is your responsibility to keep your equipment up to date with upgrades of hardware and software.

-The high site equipment is always the responsibility and property of the company and the client will never be held responsible for any changes / repairs needed on the high site.

-It is standard policy for clients to be pre-advised of any potential costs in either the form of a formal quote, when the exact fault is known, or an estimate, when an onsite evaluation is required.

Tax exemption

Unless otherwise noted, all prices on this web site includes Value Added Taxes (VAT). Residents from outside the Republic of South Africa are exempt from South African VAT.

Customer privacy policy

SolaNet shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

Acceptable use policy

SolaNet's hosting and Internet access services are governed by our Acceptable Use Policy (AUP). Our AUP states that none of the services may be utilised in any way to generate SPAM (UCE – Unsolicited Commercial E-Mail). Use of your e-mail account to send unsolicited bulk (UBE) or commercial messages (UCE) is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it.

SolaNet's shaped uncapped wireless accounts will never be capped. However, our shaped uncapped service is not designed for people using computer programs running 24/7 continuously downloading. If your intentions are to download 24/7 then these accounts are not for you. We reserve the right to shape and throttle any account whose usage are affecting other users on our network's internet experience negatively. Our main goal is to keep the majority of our clients happy so if certain individuals' abusive downloading are affecting other users on our network we reserve the right to shape, throttle or cancel their service.

Wireless services – Speeds available

Please note that all Wireless services require a clear line of sight to our nearest tower in order to be effective. **These services are provided on an "as is" and "up to" service level agreement.** This means that although installations are done with high quality products and workmanship, the line speed achieved is not guaranteed. Variations may exist and if this is the case, we recommend downgrading to a slower package for stability.

If you need a dedicated link please contact the office and we will gladly assist you.

SolaNet will use reasonable endeavours to make its services available to its Subscribers, and to maintain the availability thereof for use by its Subscribers.

However, **we provide the services "as is" and "as available"** and we do not make any express or implied representations or warrant or guarantee the quality or security of the services or that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

What is the contention ratio on wireless?

We run a 10:1 contention ratio on all accounts except Symmetrical accounts and accounts with dedicated links.

Indemnity.

-You hereby unconditionally and irrevocably indemnify SolaNet and agree to indemnify and hold SolaNet harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered or incurred by SolaNet as a result of any claim instituted against SolaNet by a third party (other than you) as a result of (without limitation):

-Your use of our services or products other than as allowed or prescribed in the Agreement;

-Any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

SolaNet Initial: _____

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Spamming sites

Should any aspect of a client's website cause spam and disrupt the service to any of our other clients, we will immediately suspend the hosting services of the website responsible for the spamming. This will be done after making contact with the client in writing to confirm this. Services will be reactivated upon confirmation from the client that the spamming software has been removed.

Client changes to personal domains

SolaNet reserves the right to charge a service fee, for any changes or system corrections needed on servers or domains owned by clients, when the changes or corrections needed are the result of changes made by the client.

Client access disclaimer

SolaNet reserves the right to charge a specialized IT Support fee, for any changes or system corrections needed on client installations and networks, in the event of a request for full systems access by the client.

Copyright

SolaNet's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision with guidance taken from the Internet Service Provider's Association, our governing body.

Payment options accepted

Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard credit cards. Unless otherwise specified, all hosting and Internet access services are payable pro-rata in advance.

Payment on additional invoices

As per the terms on our service application forms, please note that you are in agreement to accept any additional relevant charges submitted against your account, not included in the monthly service invoices. This may include top up invoices, or invoices related to overuse for hosting services.

Debit orders

SolaNet's debit orders are processed twice a month, typically on the 25th and 1st of each month (please take note that we bill pro rata in advance)

Should a customer's monthly debit order return as rejected for any reason, **a rejection fee of R50.00** will incur and this will immediately be billed as a separate invoice.

Upon signing up with SolaNet, the client agrees to any additional relevant charges to their products that are not included in their monthly service invoice. This includes any top up invoices generated for Internet connection, as well as traffic or disk over usage invoices that are created for hosting. As all invoices are automatically e-mailed immediately after they are generated, **it is the client's responsibility to contact SolaNet should they have any queries relating to an invoice upon receipt thereof.**

Responsibility

SolaNet takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and SolaNet chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Disclaimer

SolaNet at its sole discretion may choose to change the terms, conditions and operation of this website at anytime without notice. This includes the occasional adjustment of our pricing allowing for the notification of our clients within 21 days.

Non payment on overdue invoices

All invoices – unless otherwise indicated are due COD, or by the first of each month as all monthly services are billed in advance for the upcoming month. Should an invoice become overdue, the necessary process is followed by our system with the details that are available on each client's profile. Should we receive no response with regard to outstanding invoices, the account will be handed over to our listing agency – Accountability. The client will receive notice from this company of the outstanding fees and have 30 days to respond and make arrangements for payment to SolaNet. Should payment not be received after the 30 days, the account holder will be blacklisted for non payment.

If your service is suspended due to non payment **a reconnection fee of R75.00** will be imposed and will be billed immediately as a separate invoice.

It is the responsibility of the client to ensure that SolaNet has their updated details, and this is available for each client to view in their client area. It is also the responsibility of the client to be in contact with SolaNet to arrange for payment before the account is handed over.

Late payment for domain renewals

In order to avoid having your domain suspended due to late payment, please ensure you make payment prior to the due dates stated on the invoice for the renewal. Failure to do so may result in the domain becoming suspended and even being purchased by another entity while unpaid.

Our renewal notices and invoices are sent out more than 30 days in advance, so ensure that your listed email address is the correct one with which to reach you.

SolaNet Initial: _____

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Transferring of domains away

If you want to transfer, move, or cancel a domain, the abbreviated procedure is as follow:

Client submits cancellation request

2. New domain registrar initiates transfer
3. SolaNet accepts transfer
4. Domain is transferred

It is imperative that you contact your new ISP before transferring a domain away so that this entire process can be facilitated. The essence of transferring a domain away is that the new (“incoming”) ISP does most of the work. If the new ISP does pro-actively manage the transfer your domain might go into redemption and then get re-registered by another party.

Domain renewals .CO.ZA

SolaNet uses the official South African domain registrar to register .CO.ZA domain names. This registrar provides an option to pay them directly instead of going via the ISP. The money SolaNet collects for domain registrations and renewals are used to cover our administrative, billing, tech support, and infrastructure costs. For example, for every domain name that resides on our servers, we run fully redundant servers, locally, and internationally. If a client elects to pay the domain registrar directly instead of honouring our invoices, SolaNet reserves the right to not host the client’s DNS.

Backups for hosting packages

Daily backups are made of the web files on our servers and they are available in the event that your site needs to be restored. Please note that we do not offer any backups for mails linked to the domain hosted with us and suggest that you always ensure a local copy.

It is highly recommended that you also create a separate backup of all your DNS records, web files and mailbox content, to prevent loss of data as we do not guarantee backups. For more info on our backup services, visit our info page on Online Cloud Backup solutions.

Technical Support regarding overuse investigation

Our hosting and Internet access platforms already provide clients with detailed statistics of usage. Sometimes clients find it difficult to understand that they are using such a large amount of overuse. If a client is unable to resolve the issue using the tools at their disposal and they would like SolaNet to investigate further, our Support team will be able to assist on this matter at a charge rate of R 200 per domain / account. Charges will not be applied should there be a system fault on SolaNet’s side. For further clarity on this please contact our help desk.

System administration support fees charged

SolaNet charges for system administration of client’s servers. If we need to log a call with Parallels, a fee of R75.00 is charged to the client for each incident, and is payable upfront.

Transfer requests outside office hours

If a client wishes to transfer a domain out of office hours, the following policy applies:

The client must make sure the domain and all related services are paid up to date.

The incoming ISP must get confirmation in writing (e-mail is fine) that the accounts department will accept the transfer.

If the above procedure has not been followed the afterhours (emergency personal) will be unable to help.

Please note that all outgoing domain transfers are automated. If your domain or any of the related services are not paid up to date the domain transfer will be automatically declined. Manual override can only be done during office hours.

Transfer tickets are only accepted once the cancellation for the specific hosting product has been requested online in the client area by the client, and in accordance with SolaNet’s 30 day notice period for hosting product cancellations.

Termination of service

The General Terms of Service of this agreement commences on the Effective Date and will continue indefinitely, **subject to termination by either party on 1 (one) calendar month prior.** Your services can only be cancelled if your **account balance is R0.00**

Cancellations are **accepted** by sending a cancellation request to accounts@solanet.co.za.

Cancellations are processed as follows:

Should the cancellation request be received before the 10th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the following month. (E.g. The cancellation is received on 10 June, and the product will be terminated on 1 July.)

Should the cancellation request be received after the 11th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the second month. (E.g. The cancellation is received on 11 June, and the product will be terminated on 1 August.)

Please note that the cancellation period is 90 days (3 Calendar months) in the case of clients who have an agreement contract service with SolaNet.

Clients who have signed any other agreements are excluded in this termination policy and are subjected to the signed agreement.

VoIP Cancellations

Please note that should you require your VoIP services cancelled, a 30 day notice period is applicable. As SolaNet is a reseller for this product, you will need to request a separate cancellation for this service.

An email should be sent to accounts@solanet.co.za to request that the VoIP services be discontinued and cancelled with the supplier. SolaNet will process the cancellation with the supplier on your behalf once the cancellation email has been received.

Client contact details

It is the client’s responsibility to keep their contact details up to date. This is easily accessible via the Client Area

Health and safety regulations

In compliance with best practice, we do not allow engineers to complete any work during harsh winds or on wet surfaces especially roofs. All appointments scheduled on days when there are strong winds or rain, will be rescheduled to the next available date. This is due to safety regulations and the risk of injury.

Support procedures

SolaNet has standard procedures for obtaining technical support and escalations.

Clients are requested to log a call when experiencing difficulties. Methods for logging calls are as follows:

Using our website, <http://www.solanet.co.za/>

Sending an e-mail to support@solanet.co.za

Phoning our help line on 017 065 0030

Support Hours:

Weekdays from 8am – 5pm and 8pm – 10pm

Weekends from 8am to 10pm

Please do not contact our Support Engineers directly on their personal e-mail address or via any of the chat programmes such as GChat or WhatsApp, as your query will not be handled efficiently.

Our Support Department should not be contacted for any reason on their cell phone numbers when reporting a problem.

Our system is set up to handle all technical support queries in an efficient manner and problems will only be addressed by following one of the three reporting methods above.

Our SLA and turnaround times

The following response time periods are applicable with regards to our support structure:

Within 24hrs – emergency maintenance to SolaNet’s infrastructure such as high sites and apartment hotspots

Within 72hrs – snag list resolution of jobs already started

Within 2 working days – maintenance and call out jobs

Within 4 working days – large site installations and network setups once quote accepted

Within 14 working days – client standard wireless installations from forms received

Within 90 working days – client standard fibre installations from forms received

These times do not include weekends or public holidays.

SolaNet’s contact details

Physical address:

15 Bekker Street, Vanderbijlpark, Gauteng, 1911, South Africa

Office number: 017 065 0030

Email: accounts@solanet.co.za / support@solanet.co.za

Installations – Use of own equipment or own installation done

SolaNet does not bear responsibility for a lack in QoS (Quality of Service) of the package line stability and speed, when equipment is used for a wireless installation that is not purchased from SolaNet directly or if the recommended equipment is not used.

Additionally, if the installation is done by anyone other than SolaNet-approved contractors or employees through the official SolaNet booking channels, SolaNet reserves the right to charge for any changes or system corrections needed on client installations and networks as well as equipment to be purchased.

Criminal activity on SolaNet’s Network

No form of criminal activity will be tolerated on SolaNet’s network. This includes hacking or phishing or trespassing on any person’s system and any other activity which is prohibited by the law. The normal turn of events is that the police will subpoena SolaNet for the information. SolaNet, however, reserves the right to disconnect a user’s system until such time as the investigation is completed.

Thus done and signed on _____ day of _____ 20____ in _____

Signature Applicant

Signature Witness

SolaNet Initial: _____

Subscriber Initial: _____