

**12 Month 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:

.....  
.....  
.....  
.....

and at the following email address:

.....

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

<b>FOR OFFICIAL USE ONLY</b>		
ADSL Enabled Exchange		
ADSL Line Order Number		
Router Serial Number		
Mac Number		
Waybill Number		
Splitter Serial		
Copy of I.D.		
Service Entered in Icon		

**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 preconfigure 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 rented for twelve (12) months (referred to as the "Initial Period") from the date of installation or commission. After the Initial Period, this Agreement will automatically be terminated.

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. Services

4.1. Imaginet will provide the Customer with services at the connection speed or with the data allowance that is chosen by the Customer in Annexure A of this agreement.

4.2. The Service(s) provided will be restricted as follows:

4.2.1. iBox and iBox Biz packages will run through the MTN network and will therefore be subject to their AUP. Further details of the terms and conditions that apply to these services can be found [here](#).

4.2.2. iBox Biz packages will be prioritized for business protocols as detailed in the AUP of the first tier provider linked to in clause 4.2.1. above.

4.2.3.iStart Capped packages are single session services and will run through the IS network and are therefore subject to their AUP. Further details of the terms and conditions that apply to this service can be found [here](#).

4.3.Imagnet will, at the Customer's request, register one (1) co.za domain name and provide one (1) Micro hosting package free of charge. This is subject to the following conditions:

4.3.1.Imagnet will only provide a .co.za domain as part of this package.

Should the Customer wish to choose another domain extension, he/she will remain liable for the full domain registration charge and no credit will be provided for the unregistered .co.za domain.

4.3.2.The Customer understands that only the domain registration is provided by Imagnet and that he/she will be responsible for future renewal charges.

4.3.3.The Customer understands that the Micro hosting package provided with all iBox and iStart Services is subject to Imagnet's web hosting terms and conditions as set out in their Terms and Conditions.

4.3.4.The Customer understands the storage, traffic and email limitations of the Micro hosting package and understands that additional charges may apply should he/she exceed such limitations.

4.3.5.Should the Customer already have hosting services with Imagnet, a discount of R16.67 (ex. VAT) will be provided for one (1) hosting package. Should the Customer not wish to make use of the hosting services offered, no discount on the base package will be provided.

## 5. Line Installation

5.1.The Customer understands that his/her premises must be in an area with a DSL exchange and must already have a Telkom telephone line. This line must be copper and not ISDN or DECT. The Customer also understands that any Telkom telephone charges are separate from the DSL line charges.

5.2.Where the Customer requires a VDSL connection, he/she understands that his/her premises must be in an area with a VDSL exchange and must already have the necessary facilities to support such a connection as per clause 4.1 above. He/she will then be required to select the Zyxel DSL Router indicated in Annexure A as this is the router offered by Imagnet which supports VDSL connections.

## 6. Hardware Warranty

6.1.In terms of the ownership of the hardware:

6.1.1.Hardware is on a "rent-to-own" basis. The Customer agrees that for the twelve (12) months of this Agreement, Imagnet will own the device that he/she receives in terms of this Agreement. Nothing in this Agreement should be

understood as giving any rights to the Customer other than as a hirer of the device.

6.1.2. Once the Customer has made the twelve (12) monthly payments for the device as described in Annexure A, the Customer will own the device.

6.2. 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:

6.2.1. 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

6.2.2. if hardware that Imaginet provides 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.

6.3. Billion Electric Co., Ltd (from here on referred to as "Billion") provides a twenty-four (24) month warranty on the hardware for this Service relating to faults in material and workmanship when used normally, and under the conditions that are set out on the warranty card, which can be found in the router box.

6.4. Zyxel Communications Corp. (from here on referred to as "Zyxel") provides a twenty-four (24) month warranty on the hardware for this Service relating to faults in material and workmanship when used normally, and under the conditions that are set out on the support website which can be found at <http://www.zyxel.com/uk/en/support/warranty.shtml>.

6.5. Imaginet upholds the warranties supplied by Billion and Zyxel.

6.6. Billion and Zyxel do 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 the relevant manufacturers. 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.

6.7. For the warranty to apply, the Consumer must report the faulty product to Imaginet to get advice on where to send it.

6.8. If the device is stolen or damaged:

6.8.1. 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

6.8.2. 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.

6.9. In terms of faulty or damaged hardware:

6.9.1.If the Customer receives a faulty 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.

6.9.2.If the device becomes faulty or defective after the six (6) month period, but within the twenty-four (24) 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.

6.10. 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 clause 5.8 will apply.

## 7. Termination of Agreement

7.1.If the Customer chooses to cancel any Service(s) after the Effective Date of this Agreement, he/she will be responsible for a reasonable cancellation fee, and will pay any such fee to Imaginet upon demand.

7.2.If the Customer doesn't meet his/her obligations under this Agreement or has his/her ADSL line disconnected because he/she did not pay for Telkom's telephone Services, he/she will have to pay Imaginet a reasonable penalty.

## 8. Domicilium Citandi et Executandi

8.1.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.

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

8.3.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.

## 9. 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 Imaginet's written consent, which Imaginet won't unreasonably withhold.

## 10. 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.

## 11. 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.

**12. 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.

**13. 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.

**14. 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

**Please Note:**

1. Contracts will not be accepted unless they are accompanied by a copy of the Customer's I.D. or Passport.
2. There must be one tick for each "Block".

**Service(s) Applied for:**

**iBox Packages**

Service	Price Per Month (for 12 months)	Tick
iBox 4 Mbps	R 550.00	
iBox 10 Mbps	R 775.00	
iBox 20 Mbps	R 1 265.00	
iBox 40 Mbps	R 1 695.00	
iBox 4 Mbps + Line	R 785.00	
iBox 10 Mbps + Line	R 1 115.00	
iBox 20 Mbps + Line	R 1 715.00	
iBox 40 Mbps + Line	R 2 385.00	

**iBox Biz Packages**

Service	Price Per Month (for 12 months)	Tick
iBox Biz 4 Mbps	R 905.00	
iBox Biz 10 Mbps	R 1 265.00	
iBox Biz 20 Mbps	R 2 295.00	
iBox Biz 40 Mbps	R 3 375.00	
iBox Biz 4 Mbps + Line	R 1 125.00	
iBox Biz 10 Mbps + Line	R 1 585.00	
iBox Biz 20 Mbps + Line	R 2 695.00	
iBox Biz 40 Mbps + Line	R 3 985.00	

**iStart Capped Data Only**

Service	Price Per Month (for 12 months)	Tick
iStart Capped 30 GB	R 400.00	
iStart Capped 50 GB	R 550.00	
iStart Capped 75 GB	R 740.00	
iStart Capped 100 GB	R 880.00	
iStart Capped 200 GB	R 1 489.00	

**Note:** All prices include VAT @ 14%.

**Physical Address for delivery:**

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\_\_\_\_\_  
Customer representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Imagnet representative

\_\_\_\_\_  
Date