

Real Image INTERNET

PO Box 3517 Mbabane Tel 2409 1000/ Fax 2404 8333
info@realnet.co.sz <http://www.realnet.co.sz>

REAL IMAGE INTERNET *rea*/WIRELESS SERVICE TERMS

Please read the following terms very carefully as they set out your rights and obligations when you subscribe to or use our capped and uncapped *rea*/Wireless Service.

1. REALWIRELESS SERVICE DESCRIPTION

Our *rea*/Wireless® solution extends our technological connectivity options to a wireless platform. We offer both Capped and unCapped bandwidth options for business and home users. Our wireless network is carrier-grade with an uptime of 99.8%. This means we are able to provide connectivity comparable to services like leased-lines at a fraction of the cost.

2. INTRODUCTION

2.1 By using or subscribing to the *rea*/Wireless Service you agree that you have read, understand and are bound by:

2.1.1 the terms that apply to all our services set out in the application forms;

2.1.2 the terms that apply specifically to the *rea*/Wireless Service, set out herein and on the Website;

2.2 If you do not want to be bound by the General Terms and the *rea*/Wireless Service Terms, you must not use or subscribe to the *rea*/Wireless Service;

2.3 In the case of an inconsistency between the *rea*/Wireless Service Terms and the General Terms, the General Terms will prevail to the extent that such terms and conditions apply to the *rea*/Wireless Service.

3. INTERPRETATION

3.1 In these *rea*/Wireless Service Terms:

3.1.1 the singular includes the plural and vice versa;

3.1.2 *rea*/Wireless Service or Service means the provisioning of the *rea*/Wireless, Cap, a Router, Radio and other hardware;

3.1.3 Website means the website located at: <http://www.realnet.co.sz>

3.1.4 Application Form means the document in terms of which you apply for the Service, select your desired Cap and provide related information to us;

3.1.5 Auto Top Up Cap means the Out of Package Usage which will automatically be made available to you when you reach or exceed your Base Cap, should you subscribe and be accepted for this service.

3.1.6 Top Up Cap means Out of Package Usage that you can purchase from us to increase your Base Cap;

3.1.7 Date of Activation means the date from which you will be in a position to send and receive data and email and access the internet by making use of the *rea*/Wireless service;

3.1.8 Base Cap or Cap means the amount of data, measured in Megabytes (MB) or Gigabytes (GB), that you would like to send and receive during the course of a calendar month;

3.1.9 Fixed Term Agreement means a contract for the provisioning of the Service for a period of 12 months;

3.1.10 Kbps means kilobits per second;

3.1.11 Meg means megabyte;

3.1.12 Out of Package Usage means data sent or received over and above your Base Cap;

3.1.13 Subscribe means your act of gaining access to the *rea*/Wireless Service by entering into an agreement with us for the provisioning of the Service to you;

3.1.14 Use includes (without limitation) accessing, retrieving, downloading, logging on to or viewing the *rea*/Wireless Service;

3.1.15 We, us and our means REAL IMAGE INTERNET (Pty) Ltd- and its affiliates and subsidiaries.

4. *rea*/Wireless SERVICE TERMS

4.1 Pre-requisites

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4.1.1 *rea*/Wireless availability

4.1.1.1 The *rea*/Wireless Service is not available everywhere.

4.1.1.2 You will enter into either a monthly or a fixed term agreement with us for the provisioning of the service

4.1.1.3 you acknowledge that a *rea*/Wireless procured in this manner will have different line speeds from 3mbps to 10mbps

4.2.1 You will pay the Service Fee to REAL IMAGE INTERNET monthly in advance by way of cash, internet transfer or debit order, on or before the 1st day of each calendar month

4.2.2 Billing will commence on the Date of Activation. All *rea*/Wireless accounts will be billed based on the calendar month.

4.2.3 Installations cost of E 950.00 is paid upfront

4.3 MEASURES TO CONTROL OUT OF PACKAGE USAGE

4.3.1 We have measures available to limit your access to the *rea*/Wireless Service when you reach or exceed your Base Cap;

4.3.2 Under these circumstances, you will not be able to use the *rea*/Wireless Service, send or receive data or email, or access the Internet until the start of the next month, unless you do one of the following things:

4.3.2.1 buy a Top Up Cap

4.3.2.2 Increase your Base Cap to a higher Gigabyte factor.

The different options are discussed below:

4.3.2.1 OPTION 1: Buy a Top Up Cap:

4.3.2.1.1 There are two (2) types of Top Up Caps available;

4.3.2.1.1.1 *rea*/HomeBand;

4.3.2.1.1.2 *rea*/BusinessBand;

It lies within our discretion to limit the number of Top Up Caps that you may use in any given month.

4.3.2.1.2 PRICING

4.3.2.1.2.1 We reserve the right to change these prices from time to time.

4.3.2.1.3 UNUSED DATA CAPACITY

4.3.2.1.3.1 Data Capacity under a Hard Cap TOP UP which was not used during the course of a month will be carried over for a maximum of 45 days. Under these circumstances, you will first use your Base Cap, and then the TOP UP Data Capacity, which was carried over.

4.3.2.1.3.2 All unused data will be automatically lost following the 45 days period.

4.3.2.2 OPTION 2: Increase your Base Cap to a higher Gigabyte factor.

4.3.2.3.1 If you regularly exceed your Base Cap, you should consider increasing your Base Cap.

4.3.1.3.2 You may increase (or decrease) your Base Cap with effect from the first day of a subsequent month against payment of the relevant charges, as displayed on the *rea*/Wireless Website.

4.4 EXCEEDING YOUR CAP AND BLACKLISTING

4.6.1. From time to time, in any given month, we may in our sole discretion allow you to exceed your Base Cap without stopping your access to the *rea*/Wireless Service.

4.6.2 However, if we allow you to exceed your Base Cap in this manner, it will merely constitute a temporary indulgence on our part. It will not constitute a waiver of any of our rights, including (without

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limitation) our right to stop your access to the *rea*/Wireless Service if you exceed your Base Cap at any time in the future.

4.6.3 If you exceed your Base Cap, we reserve the right in our sole discretion to recover from you the cost of the amount of data by which you have exceeded your Base Cap.

4.6.4 If you exceed your Base Cap regularly, we reserve the right in our sole discretion to “blacklist” you. In that case, we will measure your usage of the *rea*/Wireless Service very carefully and stop your access to the *rea*/Wireless Service promptly every time you exceed your Base Cap.

4.5 CREDIT CHECKS AND YOUR INFORMATION

4.7.1 By applying for a subscription to the *rea*/Wireless Service or by using the *rea*/Wireless Service you authorize us, in our sole discretion and at any time, to:-

4.7.1.1 check your credit history with any credit bureau; and

4.7.1.2 provide any of your personal information to the credit bureau for this purpose.

4.7.2 We reserve the right, for any reason and without notice to you, to refuse or end your subscription to the *rea*/Wireless Service or a TOP UP.

4.7.3 When you subscribe to or start to use a service, if requested by us, you will provide us with your full names, identity number, residential and business or postal address, a certified copy of your identity document and (if you are a legal entity) a certified copy of your business letterhead.

5. DURATION AND TERMINATION OF THE AGREEMENT

5.1 This agreement commences on the date on which we confirm that we are in a position to provide the Service to you and will terminate:

5.1.1 in the case of a Fixed Term Agreement: upon the expiry of a period of 12 months following the Date of Activation, whereupon the agreement will continue on a month to month basis subject to termination by you by giving us 1 (one) calendar month’s written notice, which may not be given prior to the expiry of month 12;

5.1.2 in the case of a month to month arrangement: upon receipt in writing from you of 1 (one) calendar month’s notice, which notice will take effect on the first day of the month immediately following the end of the 1 month notice period; or

5.2 We will always use reasonable endeavours to notify you of the suspension or termination of the Service.

5.3 You indemnify us against any damage, loss, cost or claim which we may suffer or incur arising from the suspension or termination of the Service.

6. *rea*/Wireless ACCEPTABLE USE POLICY

6.1 You will only use the *rea*/Wireless Service for purposes:-

6.1.1 that are lawful; and

6.1.2 for which it was designed.

6.2 You will not use the *rea*/Wireless Service, directly or indirectly, in a way :

6.2.1 is harmful, obscene, discriminatory, defamatory or illegal;

6.2.2 constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights;

6.2.3 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;

6.2.4 interferes with any third party’s use of the *rea*/Wireless Service;

6.2.5 transmits unsolicited bulk messages (“spam”);

6.2.6 obtains information about or from third parties;

6.2.7 causes your Cap to be regularly exceeded; or

6.2.8 otherwise breaches the General Terms or the *rea*/Wireless Service Terms.

6.3 We reserve 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.

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7. LIMITATION OF LIABILITY

- 7.1. You subscribe to and use the *rea*/Wireless Service at your own risk.
- 7.2. We are not liable to you or any third party for, and you hold us harmless and indemnify us against, any damages suffered by you or a third party howsoever arising from your Subscription to or use of the *rea*/Wireless Service, including (without limitation) any damages suffered by you due to:-
 - 7.2.1. any interruption of or error in the *rea*/Wireless Service; or
- 7.3. If you suffer damages or are dissatisfied with the *rea*/Wireless Service your only remedy is to end your subscription (if it is not for a fixed term) or stop using the *rea*/Wireless Service.
- 7.4. In this clause:
 - 7.4.1. damages means all damages of whatever nature and includes (without limitation) all damages, loss, claims or costs, including (without limitation) loss of data, profits or custom, or business foregone whether:-
 - 7.4.1.1. in contract, delict or otherwise;
 - 7.4.1.2. direct, indirect, special or consequential;
 - 7.4.1.3. foreseeable or not; and
 - 7.4.1.4. we were advised of the damages in advance or not; and
 - 7.4.2. uncontrollable events mean any circumstances beyond our reasonable control, including (without limitation) an act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party (including (without limitation)).

8. INDEMNITY

You indemnify us against all damages, loss or costs suffered by us or claims instituted against us howsoever arising from: - your Subscription to or use of the *rea*/Wireless Service; or your breach of the General Terms or the *rea*/Wireless Service Terms.

9. CHANGE TO *rea*/Wireless SERVICE TERMS

We may change any or all of the *rea*/Wireless Service Terms including (without limitation) the *rea*/Wireless Service charges at anytime upon notice to you.

Any changes will become effective when we publish them on the *rea*/Wireless Website.

You agree to check our legal notices website, the *rea*/Wireless Website and the *rea*/Wireless Service Terms periodically for changes.

By continuing to use the *rea*/Wireless Service after we make the changes, you agree to be bound by the changed *rea*/Wireless Service Terms.

If you do not accept the changed *rea*/Wireless Service Terms, you must stop subscribing to the service (if you have not subscribed for a fixed term), or stop using the *rea*/Wireless Service.