

TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. The following terms shall have the meanings assigned to them hereunder, namely:
 - 1.1 Bulldog Broadband Nelspruit Pty Ltd means Bulldog Broadband Nelspruit Pty Ltd registration: 2013/093745/07.
 - 1.2 Bulldog ICT Pty Ltd means Bulldog ICT Pty Ltd registration: 2013/155889/07.
 - 1.3 CUSTOMER: means the party referred to as the signatory to this agreement as expressed in the application document on the face of this agreement.
 - 1.4 EFFECTIVE DATE: means, notwithstanding the date of signature of this agreement, the date of delivery of the terminal equipment to the customer or alternatively, the registration of the customer to the relevant service, irrespective of whether or not the customer has stored or activated the terminal equipment and/or commenced using the service in question.
 - 1.5 INITIAL PERIOD: means the initial contract term of the service as set out in this application document.
 - 1.6 SERVICES: means the business and information exchange services as contained in the service schedule (attached) incorporating all software and equipment where necessary for provision of the service.
 - 1.7 VAT: means value added tax as defined in the Value Added Tax Act 89 of 1991.
 - 1.8 PSTN: means the Public Switched Telecommunications Network which provides services in terms of the Telecommunications Act 103 of 1996 as amended.
 - 1.9 RICA: means the Regulations of Interception of Communication related to the Information Act 70 of 2002.
2. COMMENCEMENT AND DURATION OF SERVICE AGREEMENT.
 - 2.1 The agreement shall commence upon the effective date on which the first service is provided to the customer and shall endure for an initial period as stipulated on the service agreement. Each service supplied by Bulldog Broadband Nelspruit Pty Ltd shall be automatically renewed with the commencement of each new month after the initial period unless either party gives the other written notice not less than 30 (thirty) days prior to the end of any 30day period.
3. SERVICE COSTS AND PAYMENT
 - 3.1 All services provided by Bulldog Broadband Pty Ltd shall be charged as of the effective date.
 - 3.2 All prices are specified in the service schedule annexed hereto which forms part of this agreement.
 - 3.3 VAT and any other taxes or duties imposed by any regulatory authority which the customer may become obliged to pay by virtue of using these services.
 - 3.4 Where relevant, the customer will be obliged to pay the monthly charges in advance and where monthly charges are applicable the customer will be invoiced in advance and all payments due shall be settled monthly within 7 (seven) days of date from statement.
 - 3.5 Any amount which is due for payment by the customer to Bulldog Broadband Nelspruit Pty Ltd in terms of this service agreement which is not paid on due date shall bear interest calculated from the due date until payment, at a rate equal to the prime overdraft rate plus 2.5% (two and a half percent) as charged by ABSA Bank from time to time monthly in arrears.
4. NOTIFICATION OF CHANGE TO MONTHLY FEES
 - 4.1 Bulldog Broadband Nelspruit Pty Ltd shall be entitled from time to time, by providing the customer with 30 (thirty) days prior written notice, to increase the monthly fees in the event that:
 - 4.2 There are any fluctuations in the Rand/Dollar/Pound/Euro exchange rate which directly influences the routing of the service and/or any other network provider fees which increase during the period of the agreement.
5. DEBIT ORDERS OR CREDIT CARD PAYMENTS
 - 5.1 The customer hereby authorizes Bulldog ICT Pty Ltd to debit his/her/its elected bank account for the set up fees and monthly fees as applicable to the designated service.
 - 5.2 Where the customer elects to pay for the services via a debit order facility, the customer shall ensure that sufficient funds are available in the customer's account on the date of the withdrawal elected by the customer. Should there be insufficient funds in the customer's account on the withdrawal date, the customer shall be liable for all the bank charges, penalties and interest which are levied by the bank from time to time, together with a handling charge of R150.00 (One Hundred and Fifty Rand only) levied by Bulldog ICT Pty Ltd for administration charges for each and every charge back.
6. SURGES
 - 6.1 The customer accepts that there is a likelihood of a surge of internet activity at certain times throughout a 24-hour cycle and to the extent that surges materialize, that a slowing down of download speed would result.
7. CUSTOMER OBLIGATIONS
 - 7.1 The customer shall comply strictly with the Codes of Conduct which are provided by the various network providers, the terms and conditions of which can be obtained from Bulldog Broadband Nelspruit on request. The customer may not at any time use the service provided by Bulldog Broadband Nelspruit Pty Ltd in contravention of any South African law.
 - 7.2 The customer shall not commit or attempt to commit any act or omission which directly or indirectly in any way damages the Bulldog Broadband Nelspruit Pty Ltd technical infrastructure or impairs or precludes Bulldog Broadband Nelspruit Pty Ltd from being able to provide the service in a reasonable and professional manner.
 - 7.3 The customer is prohibited from selling or otherwise dealing in the service of Bulldog Broadband Nelspruit Pty Ltd in any manner whatsoever without obtaining the prior written consent of Bulldog Broadband Nelspruit Pty Ltd.
 - 7.4 The customer may not, under any circumstances, rescind from this service agreement or withhold or defer payment or be entitled to a reduction in any of the charges pursuant to this agreement if Bulldog Broadband Nelspruit Pty Ltd interrupts the service to the customer for any reason whatsoever.
8. WARRANTY
 - 8.1 Bulldog Broadband Nelspruit Pty Ltd does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the services that Bulldog Broadband Nelspruit Pty Ltd will offer to the customer and all warranties which are implied or residual at common law are hereby expressly excluded.
 - 8.2 Bulldog Broadband Nelspruit Pty Ltd does not warrant or guarantee that the content, data or information transmitted by any of the customers using the service or be preserved or sustained in its entirety or be delivered to any and all of the intended recipients or will be suitable for any purpose.
 - 8.3 Bulldog Broadband Nelspruit Pty Ltd does not warrant or guarantee that the content, information or data transmitted using the service will be free of inaccuracies or defects or bugs or viruses or any kind or will be secured against intrusion by unauthorised third parties.

9. AUTHORISATION

- 9.1 The customer hereby authorizes Bulldog Broadband Nelspruit Pty Ltd to forward the information (data / email) received on the Bulldog Broadband Nelspruit Pty Ltd technology platform and, where applicable, forward via email or the internet to a third party or the customer. Bulldog Broadband Nelspruit Pty Ltd shall be entitled to use the forwarded data to develop profiles of data volumes, geographic originations and destinations and other related information. This information can be used by Bulldog Broadband Nelspruit Pty Ltd to develop statistical models, profiles and similar marketing and business tools.
- 9.2 Bulldog Broadband Nelspruit Pty Ltd shall not use the content of the data, nor shall Bulldog Broadband Nelspruit Pty Ltd allow any third party access to such data without the customer's written consent. Should Bulldog Broadband Nelspruit Pty Ltd receive a written authority or court order from a valid Court of Law in South Africa requesting access to the said information, then the customer hereby authorises Bulldog Broadband Nelspruit Pty Ltd to hand such content over to delegated legal authority requesting access.

10. BREACH

- 10.1 If the customer breaches any of the terms or conditions of this agreement and fails to remedy such breach or pay any amount which is due within 7 (seven) days after receiving written notice from Bulldog Broadband Nelspruit Pty Ltd; or
 - 10.1.1 Commits any acts of insolvency; or
 - 10.1.2 Endeavours to compromise any of its creditors; or
 - 10.1.3 Causes anything to be done which may prejudice Bulldog Broadband Nelspruit Pty Ltd rights in terms of this agreement; or
 - 10.1.4 Is voluntary surrendered
- 10.2 Then in such event Bulldog Broadband Nelspruit Pty Ltd shall have the right, without prejudice to any other of its rights, to;
 - 10.2.1 Suspend or terminate the service;
 - 10.2.2 Treat as immediately due and payable, all outstanding amounts which would otherwise become due and payable over the unexpired period of the agreement.
 - 10.2.3 Cancel this service agreement
- 10.3 All the above shall, in any event, be without prejudice to rights to claim damages.
- 10.4 In the event that Bulldog Broadband Nelspruit Pty Ltd is obliged to seek legal recovery of any outstanding amount or the enforcement of any of Bulldog Broadband Nelspruit Pty Ltd rights in terms of this agreement, then the client shall be liable for all costs including costs on an attorney and own client scale whether incurred prior or during the institution of legal proceedings or judgement has been granted.

11. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

- 11.1 All intellectual property relating to or used in connection with the services provided by Bulldog Broadband Nelspruit Pty Ltd in terms of this agreement shall belong to Bulldog Broadband Nelspruit Pty Ltd. The customer undertakes that they shall at no time expose any third party to the intellectual property of Bulldog Broadband Nelspruit Pty Ltd nor copy, modify, tamper, decompile or reverse engineer any of the intellectual property of Bulldog Broadband Nelspruit Pty Ltd.

12. INDEMNITY

- 12.1 The customer hereby unconditionally and irrevocably indemnifies Bulldog Broadband Nelspruit Pty Ltd including its employees, directors or any of its agents, distributors, independent contractors or dealers, against any claims of whatsoever nature which may be brought against Bulldog Broadband Nelspruit Pty Ltd its employees, directors, agents, distributors or independent contractors by any person of whatsoever nature arising out of connected with the provision of, or the failure to provide, the service as reflected in this agreement, including any claims resulting from any wilful or negligent acts or omissions on the part of Bulldog Broadband Nelspruit Pty Ltd its employees, directors, agents, distributors, independent contractors or dealers. In addition, the customer hereby releases and discharges Bulldog Broadband Nelspruit Pty Ltd its employees and its agents from all liabilities relating to any peril or event under the appropriate insurance contract, it is being expressly understood and agreed that no insurer shall have any rights of subrogation against Bulldog Broadband Nelspruit Pty Ltd its employees, directors, agents, distributors, independent contractors or dealer.

13. CESSION

- 13.1 The customer shall not be entitled to seek or assign any rights and/or obligations which it may have in terms of this agreement to any third party unless consented in writing by Bulldog Broadband Nelspruit Pty Ltd.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with the South African Law by a South African Court having jurisdiction.

15. NON-VARIATION

- 15.1 No variation, amendment or alteration to any of the terms and conditions of this agreement shall be of any force or effect unless they have been reduced to writing and have been signed by the parties or by their duly authorized representatives. The parties agree that no other terms or conditions, whether oral or written, or whether express or implied, apply to this agreement.

16. WAIVER

- 16.1 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement will be binding for any purpose unless expressed in writing and signed by the parties giving the same, and any such waiver will be effective only in a specific instance and for the purpose given. No failure or delay on the part of either party in exercising any rights, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof with the exercise of any other right, power or privilege.

17. FORCE MAJEURE

- 17.1 Bulldog Broadband Nelspruit Pty Ltd shall not be liable for non-performance in terms of this agreement to the extent that non-performance is caused by any event or condition beyond the control of Bulldog Broadband Nelspruit Pty Ltd. Will not be able to supply the service of this agreement in the event that there is any fault with the PSTN and and/or any other radio networks used by Bulldog Broadband Nelspruit Pty Ltd in the delivery of the service and/or any other internet service provider used in the provision of this service. In particular Bulldog Broadband Nelspruit Pty Ltd will be unable to deliver the service in the event that there is any act of sabotage, act of war, interruption of transport, lock-outs, floods, storm or fire.

No:

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 For all purposes , including but not by way of limited, the giving of any notice, the making of any communication and the serving of any of the process, customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these standard terms and conditions are attached. Bulldog Broadband Nelspruit Pty Ltd chooses its domicilium at 63 Crown Street, Nelspruit, 1300, South Africa. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give notice to the other within 10 (ten) days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the party's domicilium and shall be presumed, unless the contrary proven by the party to whom it is addressed, to have been received by that party on the 10th (tenth) day after the date of posting or on the day of delivery as the case may be.

19. PAYMENTS FOR SERVICES RENDERED

19.1 Bulldog Broadband Nelspruit Pty Ltd may request the customer to pay a deposit for these services prior to Bulldog Broadband Nelspruit Pty Ltd allowing the customer to use such services. Once the value of the deposit has been deducted against the services rendered/fulfilled by Bulldog Broadband Nelspruit Pty Ltd no further services will be provided until a further deposit is paid by the customer.

20. GENERAL

20.1 The following is included in Bulldog Broadband Nelspruit Pty Ltd service, is part of the package and cannot be excluded:

- 20.1.1 Content Filtering
- 20.1.2 Virus Scanning
- 20.1.3 Firewall Services
- 20.1.4 Quality of Service Management

20.2 The customer understands that the service is subject to the provisions of RICA, and the customer acknowledges Bulldog Broadband Nelspruit Pty Ltd's right to intercept, block, filter, read, delete and disclose all communications sent or posted or received via Bulldog Broadband Nelspruit Pty Ltd's Network.

_____ Initial