



**STANDARD TERMS AND CONDITIONS**

**1 These Terms and Conditions to prevail**

These terms and conditions (hereinafter referred to as "this agreement") shall, when read together with the Subscriber's application form and any schedule thereto, constitute the whole of the agreement between iSPACE PTY LTD. (hereinafter referred to as "iSPACE") and the subscriber.

**2 Charges**

- 2.1 The charge for the Subscriber's entitlement to use the service on a monthly, twelve months or twenty four months contract basis, which is payable monthly in advance by the Subscriber to iSPACE.
- 2.2 The pre-paid charge for the Subscriber's entitlement to use the service on an annual basis is payable full in advance by the Subscriber to iSPACE. This amount is non-refundable.
- 2.3 iSPACE reserves the right to adjust service charges at their sole discretion. Existing subscribers will receive one month's notice relating to price adjustments.
- 2.4 It is the policy of iSPACE to provide subscription only on the basis of a debit order or a bank or credit card account.

**3 Consent - The Applicant hereby acknowledges and agrees that iSPACE may:-**

- 3.1 Perform a credit search on the Applicant's record with one or more of the registered Credit Bureaux when assessing the Applicant's application form.
- 3.2 Monitor the Applicant's payment behaviour by researching his/her record at one or more of the registered Credit Bureaux.
- 3.3 Use new information and data obtained from other Credit Bureaux in respect of the Applicant's future applications.
- 3.4 Record the existence of the Applicant's account with any Credit Bureaux.
- 3.5 Record and transmit details of how the applicant has performed, and how the account is conducted by the Applicant in meeting his/her obligations on the account.
- 3.6 iSPACE undertakes to give the Applicant 28 days written notice prior to the forwarding of the details to the database.

**4 Termination**

Clients on a one month, twelve months and twenty four months contract, that intend on terminating their iSPACE service can cancel on the basis that they pay all the subscription charges outstanding on the contract. The client is required to liaise with a credit controller to make arrangements to pay all outstanding amounts owing on their account. With the written notification of cancellation on one month, 12 months and 24 months contracts, a 30-day calendar month must be allowed for processing.

**5 Subscriber's Obligations**

- 5.1 The Subscriber is prohibited from allowing any other party access to the service through the Subscriber's unique Internet address as allocated by iSPACE.
- 5.2 The Subscriber may not at any time use the service in contravention of any South African law. In particular, the Subscriber undertakes to familiarise itself and ensure that it is kept continuously apprised of all South African law in force from time to time which has any bearing on the service and/or its use. iSPACE has no obligation to assist the Subscriber in this regard.
- 5.3 The Subscriber is liable for all of his or her own computer hardware, telecommunications and other connection costs, incurred in connecting to iSPACE's service, unless included in the agreement.
- 5.4 iSPACE reserves the right to modify the Acceptable Use Policy at any time, effective upon posting of the modified Policy to this URL <http://www.ispace.co.za/policy.html>

**6 Warranties**

- 6.1 iSPACE does not make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever in respect of the service or its suitability for any purpose. iSPACE does not warrant or guarantee that the information transmitted by and/or available to the Subscriber by way of the service -
  - 6.1.1 will be preserved or sustained in its entirety;
  - 6.1.2 will be suitable for any purpose;

- 6.1.3 will be free of inaccuracies or defects or bugs or viruses of any kind, and iSPACE assumes no liability, responsibility or obligations in regard to any of the afore going exclusions.

**7 Exclusion of Liability**

- 7.1 Except as otherwise expressly provided herein to the contrary, iSPACE shall not be liable to the Subscriber or any third party for any loss or damage of what so ever nature and/or how so ever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss to property or of profit, business, goodwill, revenue or anticipated savings).
- 7.2 The Subscriber hereby indemnifies iSPACE against and holds iSPACE harmless from any claim by any party arising directly or indirectly out of access to or use of the service or information obtained through the use of it.

**TECHNICAL ACCESS INFORMATION**

Center	POP NUMBERS		
		Nelspruit	(013) 753 4400
Bloemfontein	(051) 404 0000	Paarl	(021) 860 0100
Cape Town	(021) 406 8500	Pietermaritzburg	(033) 845 0000
Cape Town (2)	(021) 406 8560	Pietersburg	(015) 291 0000
Durban	(031) 560 4777	Port Elizabeth	(041) 397 2000
East London	(043) 702 6300	Pretoria	(012) 307 0300
George	(044) 801 0500	Richards Bay	(035) 799 0000
JHB - Rosebank	(011) 340 7500	Vaal Triangle	(016) 985 8000
Kimberley	(053) 839 2500	Welkom	(057) 391 0000

**NATIONAL ROAMING 0860007249**

**Home Page:** <http://www.ispace.co.za/>

**DNS Servers:** For Diginet/VPN Clients : 196.38.167.2 and 196.25.33.16

For ADSL/Dial : Please use auto assigned DNS

**POP3 (incoming mail server):** pop3.ispace.co.za

**SMTP (outgoing mail server):** smtp.ispace.co.za (use authentication)

**DSL Setting:** PPP over Ethernet; LCC ; VPI/VCI 8/35

I, the undersigned hereby accept the standard conditions (printed on page 4 of 4) of this agreement and indebtedness to iSPACE (PTY) LTD unconditionally. Where applicable give iSPACE (PTY) LTD the authorization to debit my account for charges due as well as future charges due under this contract on the 5<sup>th</sup> day of each month. I accept that the account will only be activated after payment is received in full. I also warrant that I am duly and legally authorized under my designation denoted below to enter into this contract.

<b>Name</b>	<b>Designation</b>
<b>Signature</b>	<b>Date</b>



2009030401

**Please forward a certified copy of your ID with Application  
BANKING DETAILS: iSPACE (PTY) LTD Standard Bank (Jacobs)  
Account No.: 051613034 Branch Code: 043326**