

Terms of Service

1) RECORDAL

Cyber South hereby sell the service to the subscriber on the terms and conditions herein contained which terms and conditions the subscriber is deemed to have familiarizes him/herself with and to have irrevocably accepted. By using any service from Cyber South, the user bind him/herself to the terms of service as set out below.

2) INTERPRETATION

In these terms and conditions:

"The subscriber" means the party who has purchased the service and/or any person using the service.

"The service" means the Internet service described herein provided by Cyber South to the subscriber in terms of the terms and conditions herein contained.

3) PROVISION OF SERVICE

The subscriber shall solely be responsible, unless otherwise stated in this agreement, for provisioning, configuration and maintenance of all equipment on their premises, including (but not limited thereto) computer hardware equipment, telecommunication equipment, modems and the like, which is or may be necessary for the Subscriber to obtain and retain access to the required service (s).

The subscriber shall be liable for all telephone call charges and other third party costs incidental thereto.

4) AVAILABILITY OF SERVICE

Cyber South shall make every effort to make the service available at all times and shall use its utmost endeavours to strive for 100% uptime. Cyber South is, however unable to guarantee 100% uptime.

Cyber South shall strive at all times to provide subscribers with prior notice, where possible, of scheduled maintenance so as to avoid Subscribers having to log-off for any period of time.

Cyber South shall not be responsible for the performance of external communications networks to which service is connected, and which networks include the networks of Internet Service Providers other than itself.

The subscriber accordingly indemnifies Cyber South against all claims of whatsoever kind and whether foreseeable or unforeseeable, as a result of Cyber South being unable to make its service available to the subscriber under the circumstances described in this clause.

Cyber South will provide the service strictly subject to the terms and conditions prescribed by the competent regulatory authority.

5) SUBSCRIBER & USER ETIQUETTE The subscriber acknowledges and agrees that:

Subscribers are expected to abide by generally Accepted Usenet Etiquette.

The subscriber shall not use the service in a manner which:

1. Constitutes a violation of any law, regulation or tariff that may be offensive to Internet users in general, to the public at large or as same may be determined from time to time by Cyber South in its sole discretion, specifically including (but not limited to) the hosting of pornographic material, spamming, hacking and unsolicited mailing.
2. Is defamatory, fraudulent, or deceptive.
3. Is intended to threaten, harass, or intimidate.
4. Tends to damage the name or reputation of Cyber South, its holding company, affiliates or subsidiaries and partners.
5. Interfere with the use and enjoyment of the Internet related services of subscribers of Cyber South.

The subscriber undertakes to abide by all laws applicable to copyright, re-distribution or re-sell of any data and/or information retrieved from the service and/or the Internet as specified or implied by Cyber South or any of the local, foreign service providers or laws governing the provisions of the service and Internet.

6) PAYMENT FOR SERVICE

Cyber South shall bill the client in advance from the period 23th of the month to the 23th of the following month. Cyber South will issue an invoice every month to the client. The subscriber pays to Cyber South such charges as levied by Cyber South from time to time as follows:

1. **Monthly Subscriptions** - The charge for a subscription for the Service is basis on a monthly fee, payable monthly in advance by the subscriber to Cyber South, including a pro-rata charges or deposits for the first month's billing. Payment is rendered without deduction, fee of exchange or set-off by way of debit order, or in such manner as determined by Cyber South. It is a condition of activation that details of a valid, un-expired Visa or Master card, or a current, savings or transmission bank account are provided for debit order purposes. All amounts due to Cyber South will be recovered from the banking source given. This amount is non-refundable.
2. Usage fees, where applicable, will be billed in arrears. Cyber South reserves the right to withhold access for overdue accounts, while the subscriber shall continue to be liable for the service until the conditions of notice of termination are fulfilled.
3. Without prejudice to rights granted to Cyber South in terms hereof, any amount due by the subscriber to Cyber South not paid on due date thereof;
 - 3.1. shall bear interest at a rate equal to the maximum, allowable in terms of the Usury Act 1968, calculated daily in advance from the date payment was due until date of actual payment thereof, and
4. Should the client fail to pay any amount owing to Cyber South on the due date, Cyber South shall be entitled, in its discretion and without prejudice to any rights which it may have, to cancel this agreement without notice to the client, or to suspend performance of its obligations pending full payment by the subscriber.
5. Cyber South shall be entitled to take all such steps, without notice to the subscriber, as may be necessary to recover such outstanding amount. The subscriber shall be liable to pay all costs incurred in respect of the recovery of such outstanding amount including attorney client fees.
6. Cyber South reserves the right to levy a charge for handling fees at an amount determined by Cyber South for monies due in the event of a Subscribers payment being returned or rejected by the Subscribers bankers.

7. Cyber South furthermore reserves the right to blacklist with any or all credit bureau agencies within the Republic of South Africa, any such subscriber who fails to comply with the payment agreement for subscription to services. In addition, Cyber South will not be held responsible or be required to assist with the removing or rescinding of any such information, which may be recorded by a credit bureau agency.
8. Cyber South reserves the right to amend service subscription charges at its sole discretion. Cyber South shall give the subscriber 30 (thirty) day notice of any such amendment and the subscriber shall be bound to such adjustments.
9. Service callout fees does not form part of the monthly subscription and will be billed separately to the subscriber at the prevailing rate as set by Cyber South in their sole discretion under the following conditions;
 - 9.1. where the subscriber equipment is faulty.
 - 9.2. where the subscribers Local Area Network (LAN) or Wireless Local Area Network (WLAN) was tampered with or wrongly configured by the subscriber or any third party.
 - 9.3. where equipment was reset to default settings, and need to be reconfigured to operate on the Cyber South network by the subscriber or any third party.
 - 9.4. where the subscriber relocates and the equipment must be reinstalled at a new location.
 - 9.5. the realignment or repositioning of antennas due to external forces like unforeseen weather conditions, tampering of the antenna by the subscriber or third party, or unforeseen obstructions erected or growing (but not limited to) in the way of the radio signals needed for operation.

7) SUSPENSION/DISCONNECTION OF SERVICE

Cyber South may from time to time and without notice, suspend and/or disconnect a subscriber from the service in any of the following circumstances:

During any technical failure, modification or maintenance of the service, provided, that Cyber South will use its reasonable endeavours to resume the service as soon as possible.

Should the subscriber fail to comply with any of the Terms and Conditions of this agreement, including failure to pay any charges due, until the breach, if capable of remedy, is remedied, or does, or allows to be done, anything which in Cyber South opinion may have negatively affected the operation of the service.

If the subscriber fails to make the required payment of such monies due to Cyber South for subscription to the service, and/or in the event of a subscriber being in arrears with no attempt from the subscriber to resolve.

Cyber South reserves the right to levy a re-connection charge, an amount determined and calculated at the discretion of Cyber South, payable by the subscriber on invoice, for any request to be re-connected to the service, and irrespective of how the service was suspended or disconnected.

Notwithstanding any suspension of the service in terms hereof, the subscriber shall remain liable for all charges due throughout the period of suspension unless Cyber South in its sole discretion determines otherwise in writing.

The use of Torrents is prohibited on the Cyber South Network. If a subscriber is caught using any form of Torrents, will an immediate ban from the network come to effect and the service will be cancelled permanently without notice, warning, or further discussion.

8) TERMINATION OF SERVICE

Under normal circumstances, 30 (thirty) days written notice from either party for any reason whatsoever is required to terminate an existing service. All termination requests must reach Cyber South before the 23rd of the month to terminate the service within the same month. If a termination request reach Cyber South on or after the 23rd of the month, the subscriber will then still be liable for one month's service charge.

9) REGULATORY COMPLIANCE

The subscriber undertakes to comply with all regulatory obligations that may now or in the future be imposed by the body under whose authority the service falls. The subscriber furthermore acknowledges that the imposition of regulations by such a body may necessitate amendments to be effected to these terms and conditions and hereby consents to Cyber South effecting such amendments without prior notice.

10) INDEMNITY

The subscriber hereby indemnifies and holds Cyber South, its employees, agents, dealers, partners and/or distributors harmless against any and all losses, injury, damage, penalties, and/or claims of whatsoever nature and howsoever arising from or in connection with the service.

11) JURISDICTION

The subscriber hereby irrevocably consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the Magistrate's Court Act of 1944, provided that Cyber South shall, should it so elect, be entitled to institute proceedings in the High Court of South Africa.

12) CESSION AND DELEGATION

The subscriber shall not cede, assign or delegate or in manner whatsoever transfer (including but not limited to the sub-letting or re-sale of any disk space, server capacity or Web hosting) of any of its rights or obligations under this agreement without the prior consent of Cyber South. In the event of any change in controlling interest in the client, Cyber South shall be entitled to terminate this agreement on notice to the subscriber. The subscriber shall notify Cyber South of any change in its controlling interest within 14 (fourteen) days of such change. Cyber South shall be entitled to cede and transfer or delegate to any third party, at its absolute discretion, all or any of its right and obligations under these terms and conditions.

13) GENERAL

The subscriber acknowledges and agrees that these terms and conditions govern the subscriber's use of the service and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto.

Cyber South shall deem that the subscriber has acknowledged and agreed to the terms and conditions, and confirm his/hers acknowledgement by using the service even if the subscriber has subscribed via telephone, application form, verbally, or by any form electronically.