



# APPLICATION ADSL -UNCAPPED-

This agreement is subject to the conditions of contract overleaf.

## Personal Details

First Name \_\_\_\_\_

Surname \_\_\_\_\_ ID-No. \_\_\_\_\_

If in name of company: company name, VAT & registration number, your position in company: \_\_\_\_\_

Street \_\_\_\_\_ Postal Box \_\_\_\_\_

Postal Code \_\_\_\_\_ Town \_\_\_\_\_

Tel (home) \_\_\_\_\_ Tel (work) \_\_\_\_\_ Tel (cell) \_\_\_\_\_

Telefax \_\_\_\_\_ E-mail \_\_\_\_\_ @ \_\_\_\_\_

### Type of ADSL -uncapped- connection (tick box on the left of product):

UNCAPPED:  384  512  4096

Preferred email address: \_\_\_\_\_@eurotel.co.za

Start Date:  As soon as possible or  from: \_\_\_\_\_dd/mm/yyyy

Please note: Only full calendar months are billed (no pro rata billing).

### Payment term and details:

Monthly  Half yearly  Yearly

Account holder: \_\_\_\_\_ Account number: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank name: \_\_\_\_\_ Type of account: \_\_\_\_\_ Branch code: \_\_\_\_\_

Service Authorisation: The undersigned customer hereby requests Internet services from Deunet (Pty) Ltd, reg. no.1994/002567/07, subject to the terms and conditions of the contract having been brought to her/his attention, these having been read, understood and accepted. The undersigned customer authorises Deunet (Pty) Ltd, to debit fees payable in terms of the Internet service from the above bank account.

Existing Deukom / DEUtel / DEUnet customer:  Yes  No

**X** \_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature

DEUnet (Pty) Ltd.  
Reg. No. 1994/002567/07 · VAT No.4320144175 · P. O. Box 2854 · Somerset West 7129 · South Africa  
Telefon (021) 851 2543 · Fax (021) 851 2560 · e-mail: [info@deunet.co.za](mailto:info@deunet.co.za) · Internet: <http://www.deunet.co.za>

**! Kindly sign terms and return. Thank you!**

# Terms and Conditions of Eurotel Internet /DEUnet Services

## 1. Interpretation

- 1.1 The USER shall mean the party who has purchased the SERVICE and/or any person using the SERVICE.
- 1.2 The SERVICE shall mean Internet Services provided by DEUNET and further described herein. The identical SERVICE may be offered as "Eurotel Internet" or "Deunet" SERVICE.
- 1.3 DEUNET shall mean DEUnet (Pty) Ltd, RegNo 1994/002567/07.

## 2. Payment

- 2.1 The USER agrees that by furnishing his/her bank details, he/she consents to DEUNET deducting the amount related to the provision of internet services by DEUNET from the account specified. The amount payable is due in advance at the beginning of each billing cycle (monthly, half-yearly, yearly). DEUNET reserves the right to perform any such credit checks DEUNET deems necessary (i.e. via "Deed Search" or other information centres) and not conflicting with the laws of the Republic of South Africa. For this purpose necessary details such as ID numbers may be requested from the USER and utilised by DEUNET while adhering to valid confidentiality requirements.
- 2.2 No subscriptions (i.e. monthly, half-yearly, yearly) paid in advance are refundable. All subscriptions will automatically be renewed at the end of the subscription cycle for the time of the respective cycle.
- 2.3 Payment for the SERVICE shall be by debit order, unless agreement to the contrary is given in writing to the USER by DEUNET.

## 3. User Obligations

- 3.1 The USER undertakes not to use or permit the use of DEUNET services for any unlawful immoral or improper purpose. It is agreed that the log-in ID and password will be used for his/her personal use only and for one internet connection terminal and he/she undertakes to maintain the confidentiality of such log-in ID and password. The USER shall not, without the express written permission of DEUNET, resell or make available to any third party the services offered by DEUNET.
- 3.2 The USER undertakes not to act or omit to act in such a way that would bring damage or injury to any person or to the SERVICE in use.
- 3.3 The USER agrees to conform to generally accepted Internet etiquette, which includes but is not limited to the following guidelines:
  - refraining from transmitting any message or information which is illegal, offensive, threatening, abusive, fraudulent, harassing, harmful or hateful
  - refraining from transmitting any message or information which may be in violation of intellectual property or personality rights of others
  - refraining from posting, transmitting, uploading or hosting any file or material containing viruses, any other destructive features, abusive e-mails, spamming material, pornographic material or any material that violates the privacy of any person (hacking).

## 4. Indemnity

The USER hereby indemnifies and holds DEUNET or any other person free from liability for loss or damage of whatever nature and howsoever arising from the USER's use of the SERVICE and/or failure to perform his obligations in terms of this agreement, including but not limited to his failure to comply with the above guidelines. Furthermore DEUNET is indemnified and held free from any liability in respect of any loss or damage arising from any circumstance beyond the reasonable control of DEUNET or any circumstance as set out under 6.1 of this agreement.

## 5. Uncapped Service

- 5.1 The service is offered in speeds of 384, 512 and 4096 Kbps.
- 5.2 Maintaining a fair service for all is managed by a adaptive rolling 10 day policy and not a monthly limit. Each product set is exclusively managed, allowing for a fair service for all rather than allowing heavy users the ability to degrade the service for the majority.

5.3 The usage is monitored on a rolling 10 day period and does not reset at the beginning of each month. All service options are Unshaped. Should usage remain less than 80% of the average user for each product, the service will remain unaffected. However should individual usage exceed 80% of the average user for each product, then the first level of moderation will be implemented, moving the service to a Shaped service. Shaping or moderation is implemented via download throttling and user relative priority control will first be applied to all file sharing protocols. Should usage remain above the 80% average threshold, additional shaping will be managed via manipulation of throttling and priority control. The 4096 Lite is managed at 50% of the average and is designed for light users who still require high speed access to the internet.

## 6. Termination/Suspension of Services

- 6.1 Services can not be guaranteed at all times and may at the discretion of DEUNET be terminated or suspended
  - if the network operators are unable to provide services, including, but not limited to, line failure
  - if payment of the charges is not completed by the due date
  - during any technical failure, modification or change to the SERVICE or the SERVICE equipment
  - if the USER fails to comply with any of the terms and conditions contained herein
  - if the USER makes use of the SERVICE in an unlawful way
- 6.2 Should the USER be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms of this agreement, DEUNET shall be entitled to claim immediate payment of all amounts payable in terms of this agreement and all costs incurred through the behaviour of the USER, whether or not such amounts are due.

## 7. General Practices regarding Use and Storage

The USER acknowledges that DEUNET may establish general practices and limits concerning the use of the SERVICE, including but not limited to the maximum number of days that email messages, message board postings or other uploaded content will be retained by the SERVICE, the maximum number of email messages that may be sent from or received by an account on the SERVICE, the maximum disk space that will be allotted on DEUNET's servers on your behalf, and the maximum number of times (and the maximum duration for which) the USER may access the SERVICE in a given period of time. The USER agrees that DEUNET has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the SERVICE. The USER acknowledges that DEUNET reserves the right to log off accounts that are inactive for an extended period of time. The USER further acknowledges that DEUNET reserves the right to change these general practices and limits at any time, at its sole discretion, with or without prior notice.

## 8. Variation

DEUNET shall be entitled from time to time at its discretion to

- 8.1 make such variations to its tariffs as deemed appropriate;
- 8.2 when practicable notify the USER of these variations 14 days in advance.

## 9. Termination and Duration of Agreement

Notwithstanding mentioned termination circumstances, a minimum of 30 (thirty) days written notice for the end of any given calendar month from either party for any reason whatsoever is required to terminate an existing SERVICE. The minimum duration of agreement is 12 months.