



071 091 3510 – 028 722 1170 – 086 61 999 55(fax)
www.riebens.co.za

Dial-Up Service Terms and Conditions

1. Description of the Dial-Up Service

Dial-up is a form of Internet access via a telephone line, which enables the receipt and sending of emails, and basic web browsing activities.

2. Introduction

- 2.1. By using or subscribing to the Dial-Up Service you agree that you have read, understand and are bound by:
 - 2.1.1. the General Terms and Conditions; and
 - 2.1.2 these terms that apply specifically to the Dial-Up Service (Dial-Up Service Terms).
(collectively "the Terms")
- 2.2 Your use of the Dial-Up Service indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and RIEBENS SYSTEMS. If you do not want to be bound by the Terms, you must not use or subscribe to the Dial-Up Service.
- 2.3 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

3. Interpretation

- 3.1. In these Dial-Up Service Terms:
 - 3.1.1 "Dial-Up Service" or "Service" means the services that RIEBENS SYSTEMS renders to you in accordance with the service selection made by you in the Application Form, via either an analogue or ISDN line provided by Telkom (depending on your service selection) comprising of:
 - 3.1.1.1 either analogue or ISDN Internet access; and
 - 3.1.1.2 a Mailbox;
 - 3.1.2 "Mailbox" means an e-mail box provided by RIEBENS SYSTEMS to you on RIEBENS SYSTEMS' systems, which includes:
 - 3.1.2.1 an e-mail address and/or the amount of aliases allowed by RIEBENS SYSTEMS to such e-mail address from time to time; and
 - 3.1.2.2 additional or other online services offered by RIEBENS SYSTEMS, which may be automatically included in the Mailbox; and
 - 3.1.3 "Telkom" means Telkom SA Limited and/or its successors.

4. Dial-Up Service Terms

- 4.1 In order to utilize the Service, you need either an analogue or an ISDN line (depending on your service selection in the Application Form). The analogue or the ISDN line is not included in the Service and you are required to obtain it at your own cost.
- 4.2 You also require a modem which is connected to your computer.
- 4.3 RIEBENS SYSTEMS will make the Service available to you with effect from the Activation Date.
- 4.4 A Mailbox is included in the Service.

5. Payment

- 5.1 You will be liable for the following fees and charges:
 - 5.1.1 the monthly subscription fee, payable to RIEBENS SYSTEMS monthly in advance; and
 - 5.1.2 telephone rental and call charges, payable directly to Telkom.

6. Duration and termination of the Agreement

- 6.1 Subject to the provisions of clause 3.8 of the General Terms and Conditions, this agreement commences on the Effective Date and will continue indefinitely, subject to termination by either party on 1 (one) calendar months prior written notice.
- 6.2 Upon the termination of the Agreement, your use of the Service shall terminate. However, in the event that you continue to use the Service following a termination, these terms and conditions will apply and you shall be liable to make payment to RIEBENS SYSTEMS of the monthly subscription fee. This shall in no way constitute a revival of the Agreement, and RIEBENS SYSTEMS shall be entitled to terminate the Service without notice to you.

- 6.3 Where the Service is suspended by RIEBENS SYSTEMS in terms of clause 8.5.3 of the General Terms and Conditions or as a result of a breach by you of the Agreement, you acknowledge that you will forfeit your access to and/or use of the Service, but that you shall still be liable to pay the monthly subscription fee due to us during such suspension.
- 6.4 Upon termination of this agreement, any outstanding amounts will be due and payable within 30 (thirty) days of termination.

7. Undertakings and acknowledgements

- 7.1 RIEBENS SYSTEMS undertakes to use its reasonable endeavours to provide you with Dial Up on a 24 (twenty four) hour per day basis on each and every day for the continued duration of the Agreement.
- 7.2 Although RIEBENS SYSTEMS uses reasonable care and diligence to ensure that the Service is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable RIEBENS SYSTEMS does not warrant, represent or in any way guarantee, either expressly or by implication that the Service is available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable. RIEBENS SYSTEMS furthermore does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness of the Service for a particular purpose. You therefore agree that the Service is rendered "as is" and "as available" and is used at your own discretion and risk.
- 7.3 You acknowledge that the following circumstances and events may impact upon your use of the Service and further that these circumstances and/or events are beyond RIEBENS SYSTEMS' control:
- 7.3.1 use of the Service by other customers;
 - 7.3.2 limitations upon national and/or international bandwidth capacity;
 - 7.3.3 telecommunication service operator failures, which includes telecommunication link and line failures;
 - 7.3.4 operating system failures;
 - 7.3.5 access technology failures;
 - 7.3.6 quality of service of telecommunication links or lines;
 - 7.3.7 any action, omission and/or failure by you and/or your systems, software, network and/or equipment which has an impact on the Service; and
 - 7.3.8 any other action, omission and/or failure not within RIEBENS SYSTEMS' control which has an impact on the Service.

8. Indemnity

You understand that a telephone line is provided to you in terms of an agreement between yourself and your telephone network operator. RIEBENS SYSTEMS is not a party to that agreement and serves to provide you with access to the Internet only. You accordingly agree not to hold RIEBENS SYSTEMS liable for any act or omission, including negligence on the part of your telephone network operator, which may affect the Service, be it direct or indirect.