



PHYSICAL: Centuria Park, Unit 8,
265 Von Willich Rd, Centurion
POSTAL: PO Box 10152, Centurion 0046
SWITCHBOARD / SALES: 012 663 2500
ACCOUNTS: 012 663 1515 FAX: 086 688 5622

ADSL SMTP-AUTH Application Form

Full particulars of Subscriber:

Full Name / Company Name _____

If company - Contact person _____

Email for Invoice _____ VAT No. _____

Phone numbers (W) _____ (Fax) _____ (Cell) _____

Postal address _____ Code _____

Server SMTP Authentication Monthly
R 350.00

Debit Order Details

I Hereby authorize 3Gi (Pty) Ltd to debit my account, detailed below, on the first working day of the relevant calendar month(s), 3Gi (Pty) Ltd subscription charge as indicated.

Bank Name Account Holder's Name

Branch Name.....Branch Code

Account Number.....

Account Type (e.g. current, savings, transmission).....

Signature of payer/authorized official

Date of signature

Please note: The service is for data usage and will be invoiced for a full month irrespective of when the service has commence plus one full month upfront.

I, the undersigned, have read and understood and hereby accept the terms and conditions of service.

Signature _____

Date _____



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STANDARD TERMS AND CONDITIONS OF ON-LINE ACCESS FOR SERVICES

1. Service

3Gi will provide Internet communication to the Customer via the appropriate technology. (As per product choice)
The Service will consist of the options chosen by the Customer and the services shall be supplied in accordance with 3Gi's Standard Terms and Conditions.
The service is a "best effort" service and no guarantees can be given once the internet has been reached. 3Gi does not have control over the various internet servers and the amount of users accessing these servers at any one time.
Service/Line connection from third party suppliers cannot be guaranteed in any way. Disruption to these connections does not waive the accountability of payment of service to 3Gi.

2. Charges

The charge for the subscriber's entitlement to use the service on a monthly basis is a monthly fee, which is payable monthly in advance by the Subscriber to 3Gi.
3Gi reserves the right to adjust service charges at their sole discretion. Existing subscribers will receive one month's notice relating to price adjustments.
It is the policy of 3Gi to provide subscription only on the basis of a debit order on a bank account.
Returned Direct Debit transfers will be subject to a R75 handling fee.
3Gi will only issue invoices on request by the client through email.
3Gi 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.
Cancellation of a subscription does not release the account holder from paying any and all amounts due to 3Gi at the time of cancellation.

3. Duration and Termination

This agreement is for a minimum of (three) months initially and will automatically renew indefinitely thereafter.
The agreement shall continue indefinitely and shall be terminable on the expiry of 1 calendar month written notice given by either party to the other.
3Gi reserves the right to suspend/cancel the service without prior notice and with immediate effect if it is found that the subscriber has breached any of the terms and conditions set out in this contract.

4. Subscriber's Obligations

Only the registered user is authorized to use the account. The subscriber is prohibited from allowing any other party access to the service through the subscriber's unique access codes.
The subscriber may not at any time use the service in contravention of any South African law. In particular, the subscriber undertakes to familiarize it self 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. 3Gi has no obligation to assist the subscriber in this regard.
The subscriber is liable for all telephone and other connection costs incurred in connecting to 3Gi's service.
The Internet user shall not, without the express written permission of 3Gi, resell or make available to any third party such services as they might receive from 3Gi.
Should 3Gi incur any expenses to remedy any consequences arising from a breach of this Clause 4 above, 3Gi reserves the right to charge Subscriber the amount that is necessary to cover the reasonable additional expenditure incurred by 3Gi.
Service will be suspended when subscriber server or user transmits unsolicited bulk messages ("spam"); a R 250 penalty charge for stopping the spam queue and re-instate of service.

5. Warranties

3Gi 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. 3Gi does not warrant or guarantee the information transmitted by and/or available to the subscriber by way of the service.

6. Exclusion of Liability

Except as otherwise expressly provided herein to the contrary, 3Gi shall not be liable to the subscriber or any third party for any loss or damage of whatsoever nature and/or howsoever 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).
The subscriber hereby indemnifies 3Gi against and holds 3Gi 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.

Signature_____