

## **Activation, Installation and Hardware**

The Activation/Installation fee consist of a non-refundable fee in the event that the client wishes to cancel this agreement, as this fee will consist of expenses that BethNet must undergo to pay third parties in order to provide the client with internet access.

Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that :

1. You will take reasonable care of such Equipment;
2. You may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
3. You may not re-locate such Equipment without our knowledge and permission;
4. You will return such Equipment to us at your own expense upon termination of the services to which the Equipment relates;
5. If such Equipment is lost, stolen, damaged, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable compensation for such Equipment;
6. In the event that the Client is in breach of Contract, the client hereby consents to the Jurisdiction of the Magistrates Court in the event that any legal action should be taken against the client;
7. The client also agrees that should he/she be in breach of contract, that the client will also be responsible for fees as determined between attorney and own client scale tariffs.

## **Cancellation**

1. In the event that the client wishes to cancel this agreement, must the same be done in writing;
2. The client has the right to cancel this agreement in terms of the Consumer Protection Act 68 of 2008 within 7 day of the signing of this agreement and in the event that the installation already took place, that the client acknowledges that the R1500.00 installation/activation fee will be forfeited as stated in the above;
3. If the client wishes to cancel the contract whereby monthly fees are deducted by debit order, that 30 days notice must be given in writing to BethNet for the cancelation of this agreement.

## **Miscellaneous**

1. The client hereby acknowledges that in the event of an equipment failure and/or the event of a loss of internet connection to the router, that a predetirmed call out fee will be payable to BethNet if the fault was not caused by BethNet.
2. The client hereby acknowledges that in the case of a hardware failure, the client will be liable in full for the cost of replacing said hardware.
3. The client herby acknoledges that if a static public IP is needed by the client, it will be provided at a monthly fee predetermined by BethNet.
4. The client hereby acknowledges that in the case of a domain being hosted with BethNet, that a predetermined once off fee will be aplicable alongside the montly service fee. The client also acknowledges that BethNet reserves the right to suspend access to the domain(including email addresses) if said fees are not paid in full as per the invoice received by the client.
5. The Client hereby also acknowledges that BethNet is only responsible for the internet connection up to the main CPE and that BethNet does not take any responsibility for the distrobution and/or extensions made past this point on the client network.
6. The Client also acknowledges that BethNet is reliant on third parties for connection to Teraco Data Centre, and can not be held liable for any effects ( such as but not limited to :loss of income ) that is caused by a loss of internet connection due to a fault on either BethNet's or a Third Party's infrastructure.