

TERMS AND CONDITIONS: SUBSCRIPTION SERVICES

The following terms and conditions apply to all THUSA Connect services. By using the services provided by THUSA Connect all subscribers agree and accept these terms without exception. These terms and conditions may be revised from time to time without prior notice by THUSA.

- All prices quoted exclude VAT and are valid for 14 days from the date of quotation.
- Monthly fees are invoiced and payable in advance.
- All business pricing is based on a minimum initial contract period of 12 months, and a notice period for termination of 3 months.
- All services are provided on THUSA standard terms and conditions as stated on our standard service agreements.
- Unless otherwise stated, THUSA Service charges exclude setup and monthly fees for Telco connections (last mile). These fees are dependent on each Telco's current scale of charges, and are often dependent upon the distance between their nearest point of presence and your premises.
- Subscriber shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Subscriber passes.
- Subscriber will not knowingly create, store or disseminate any illegal content, and THUSA reserves the right to remove any content hosted by subscriber on THUSA infrastructure which THUSA considers illegal, or for which THUSA has received a "take-down" notice in terms of section 75 of the electronic communications and transactions act.
- Subscriber will not send nor promote the sending of spam.
- Subscriber may not at any time use the Service in contravention of any South African law, including copyright and intellectual property rights. In particular, Subscriber undertakes to familiarize itself 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. THUSA has no obligation to assist Subscriber in this regard.
- THUSA reserves the right to suspend or terminate the service of any customer that does not comply with these terms and conditions, THUSA's Acceptable Use Policy or any other contractual obligations.
- Subscriber may not commit nor attempt to commit any act or omission which directly or indirectly constitutes and abuse or malicious use of the Service or is calculated to have the abovementioned effect, or which result in contravention any of these terms and conditions. In such an event, should THUSA incur expenses to remedy the situation, THUSA reserves the right to charge Subscriber any amount that is necessary to cover THUSA's additional expenditure.
- Subscriber agrees that its IP allocation addresses from THUSA are non-portable and on loan for the duration of the period that Subscriber is connected via THUSA's Internet Access Service. At the termination of the Service for any reason whatsoever all IP addresses allocated by THUSA will become available for reallocation and Subscriber shall return to THUSA the IP addresses allocated by THUSA.
- Under no circumstances may Subscriber reside from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against THUSA, its servants, its agents or any other persons for whom it may be liable in law (and in whose favor this provision constitutes a stipulation alteri) if THUSA interrupts the Service to Subscriber as it would be entitled to if Subscriber is in default of any of its obligations under any Agreement to THUSA, or for any other reason.