



DIMENSION5

INTERNET SOLUTIONS

WIRELESS BROADBAND INTERNET / FTTB / FOTA - FIBER OVER THE AIR / DATACENTERS / VOIP / DNS
EMAIL & WEBSITE HOSTING / CLOUD STORAGE / NETWORK DEVELOPMENT / OFFSITE SURVEILLANCE

WIRELESS INTERNET SERVICE AGREEMENT

This Service Agreement (the "Agreement") sets forth the terms under which Dimension 5 (Dimension 5 Internet Solutions), agrees to provide Wireless Internet service (the "Service") to you (the "Customer"). This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Terms and Conditions, and other applicable policies. By signing this Agreement and using the Service, (1) you and any end-user(s) using your Service via your account agree to abide by the TERMS AND CONDITIONS, and ACCEPTABLE USE POLICY (AUP), (2) you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must notify Dimension 5 immediately. This Agreement takes effect on the date on which Service starts, and continues until your Service is terminated. Dimension 5 Internet Solutions reserves the right to modify the Terms and Conditions, AUP, and this Service Agreement or pricing for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE DIMENSION 5 INTERNET CUSTOMER SERVICE DEPARTMENT SO THAT THE CUSTOMER SERVICE MAY BE TERMINATED AND ACCOUNT CLOSED.

Agreement This Agreement entitles you to use the Service. The Service provided pursuant to this Agreement is personal to you. You agree not to assign, transfer, resell or sublicense your rights as a user/subscriber. You agree that you are solely responsible and liable for any and all breaches of the Terms and Conditions, AUP, and terms of this Agreement, whether such breach results from your use of the Service or by another using your computer or equipment. You agree to contact Dimension 5 immediately upon any change in the status of your account, including change in contact information and/or individuals authorized to use your account, for the purpose of updating your account information.

Payment Terms Customer shall pay Dimension 5 for the Service according to the rates and charges applicable to the service plan selected by Customer. You agree to be responsible for any and all charges, damages and costs that you or anyone using your Dimension 5 account incurs. All charges shall be deemed valid unless disputed in writing within thirty days of invoice date. You agree to pay all monthly fees and installation charges including, but not limited to, applicable, taxes, and late fees. Dimension 5 will invoice its Customers by email. The invoice balance can be paid cash or by electronic transfer, payable to Dimension 5. The payment is due on the first day of each month. All such charges, including all applicable taxes, are your sole responsibility. Any Customer not paid by the 7th day of the month may be subject to limited Internet access. **After 7 days late the account will only be able to access banking websites at a reduced speed of 128kbs (isdn speed). This will give the Customers time to realize a change in their Service, giving them the opportunity to call Customer Service to make payment arrangements before cancellation.** Dimension 5 will notify Customer by email, phone or sms if there is a payment issue associated with their account(s). **AFTER 60 DAYS LATE THE SERVICE WILL BE CANCELED. A connection fee will be required to re-establish service.**

Installation The Customer authorizes Dimension 5 or its contractor(s) to install the necessary wiring and equipment on the premises, at the indicated cost, in accordance with the Terms and Conditions.

Manufacturer's Warranty The terms of the Manufacturer's Warranty, to the Customer for the Equipment installed, are set out in the product informational material and are not part of this Agreement.

Termination and Surviving Obligations Either party may terminate this Agreement at any time without cause after the first 60 days of service. A written notice of thirty days is required on cancellation. You expressly agree that upon termination of this Agreement you will pay Dimension 5 or its contractor(s) in full any outstanding balance for use of the Service and installation fees up to the effective termination date, in accordance with the Terms and Conditions which may be modified by Dimension 5 from time to time, and which is incorporated herein by reference and made a part of this Service Agreement.

Miscellaneous This Service Agreement, Terms and Conditions and AUP constitutes the entire Agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Dimension 5's rights and remedies available by law or in equity. Dimension 5's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Dimension 5 to third parties.

How to Contact Us
Email: admin@dimension5.co.za
Phone: 083 283 7535
Mail: PO Box 2227, Ermelo, Mpumalanga, South Africa 2350

Our Banking Details:
Bank: ABSA Bank Ermelo
Branch: 632 005
Account No: 408 663 0231 (Cheques Account)

SOUTH AFRICAN ID DOCUMENT REQUIRED

Terms and Conditions of Service: Starting _____ / 20 _____ after which Service is according to billing cycles

Customer Name & Surname: _____ Customer ID No: _____

Customer Address: _____ City: _____ Postal Code: _____

Cellular Phone: _____ Alternate Phone _____ Email Address required for billing: _____

Customers Signature

Date

DIMENSION 5 INTERNET SOLUTIONS TERMS AND CONDITIONS

NOT reading this document does not limit your liability regarding your subscription.

INTRODUCTION Dimension 5 (Dimension 5 Internet Solutions), provides its CUSTOMERS a high-speed wireless Internet connection, which we refer to as the "SERVICE". The Acceptable Use Policies (AUP) are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing Dimension 5 to fairly share its network to all CUSTOMERS. Dimension 5 may modify the TERMS AND CONDITIONS of this agreement at any time. The prices for SERVICE are subject to change. CUSTOMER refers to any paying, contracted (under a SERVICE AGREEMENT) individual, organization or business using the Dimension 5 SERVICE.

USE OF SERVICE AT YOUR OWN RISK The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided by Dimension 5 is "as is" and at your own risk. Dimension 5 denies any responsibility for the accuracy of information obtained through the SERVICE. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. Dimension 5 is not responsible or liable for any errors, delays, or interruptions. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SERVICE DISRUPTION Dimension 5 does not guarantee uninterrupted SERVICE. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD). Dimension 5 equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. Dimension 5 does not guarantee any loss of SERVICE time, transmission errors, connectivity or quality of SERVICE. The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and will not be used as, your primary or "life-line" telecommunications service.

INSTALLATION The CUSTOMER authorizes Dimension 5 or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPUE) required for wireless Internet SERVICE on the premises specified by the CUSTOMER at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPUE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the CUSTOMER'S premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the CUSTOMER'S premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). Dimension 5 and its contractor(s) will not be liable for any alterations to CUSTOMER'S premises that result from the installation or removal of the SU and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

NON-RECOMMENDED CONFIGURATION CUSTOMER agrees that (i) CUSTOMER will not be entitled to CUSTOMER support relating to any issues other than the quality of the signal delivered to CUSTOMER'S antenna and wall jack, and (ii) the following limitations of liability shall apply: DIMENSION 5 DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO CUSTOMER EQUIPMENT OR CUSTOMER'S INABILITY TO ACCESS OR USE THE SERVICE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the remainder of this Agreement.

RELOCATING EQUIPMENT CUSTOMERS shall not relocate the Dimension 5 equipment as this may affect CUSTOMER'S ability to receive service. If CUSTOMER decides to move locations, CUSTOMER will contact Dimension 5 for additional information concerning the procedures for transferring the Dimension 5 equipment and service to CUSTOMER'S new location. If the service is not available to CUSTOMER at their new location, then the Agreement shall terminate and CUSTOMER shall comply with the termination provisions of this Agreement. If the service is available at the new location, upon request by CUSTOMER and approval by Dimension 5, Dimension 5 may relocate the Dimension 5 equipment to CUSTOMER'S new location at a time agreed to with CUSTOMER. CUSTOMER acknowledges that CUSTOMER will be billed for the removal and reinstallation of the WISP equipment at Dimension 5's then current hourly rates plus materials. In all cases, CUSTOMER shall notify Dimension 5 as provided herein.

REPLACEMENT OR REPAIR OF WISP EQUIPMENT CUSTOMER shall be solely responsible for the cost of replacement or repair of any lost, stolen, damaged, sold, transferred, leased, encumbered, or assigned Dimension 5 equipment or part thereof, together with any incidental costs incurred by Dimension 5 relating to the replacement, repair, or installation of the Dimension 5 equipment.

EQUIPMENT Equipment is not covered for any surge and/or lightning damages. The CUSTOMER must therefore arrange their own insurance coverage for any wireless equipment installed by Dimension 5. Dimension 5 has no liability whatsoever for any damage, loss, or destruction of Customer Equipment, including loss or destruction of any software, files, or data. This includes harm resultant from any computer upgrades. Customer must perform for service eligibility, including the installation of an Ethernet Network Interface Card.

OBSTRUCTIONS Wireless Internet communications is dependent on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). Dimension 5 will make every reasonable effort to provide our CUSTOMER with the best SERVICE possible. Unfortunately, some locations could experience changes in SERVICE due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. Dimension 5 will make every reasonable effort to relocate or realign the SU. However, Dimension 5 cannot prevent Line of Sight problems, and therefore cannot guarantee SERVICE or be liable for any loss of SERVICE.

PAYMENT POLICY Dimension 5 will invoice its CUSTOMERS monthly by email only, with the exception of the first invoice which will be prorated for the remainder of the existing month and will include equipment and set up fee, and is due at the time of installation. The invoice balance may be paid with cash or EFT (Electronic Funds Transfer) to Dimension 5 Internet Solutions only. The payment is due on the first day of the month. Any account not paid by the 7th day of the month will have their service interrupted. A \$60.00 Connection Fee will be required to enable service. ~~AFTER 60 DAYS LATE THE SERVICE WILL BE CANCELLED.~~ The balance due, plus a \$120.00 administration fee, must be paid in full to reactivate account. A deposit of full payment may be required.

BILLING ERRORS Subject to applicable law, Customer must notify Dimension 5 of any billing errors or other requests for credit within 60 days of the related billing. Dimension 5 will not be responsible for disputes in billing not brought within this time.

UNACCEPTABLE USE Dimension 5 may, at its discretion, immediately terminate or reduce SERVICE to the CUSTOMER upon any single or multiple incidents of the following conditions: A. Failure to pay SERVICE fees in a timely manner. B. Interfering with the disrupting of Internet SERVICE to other CUSTOMERS and/or their equipment on the Dimension 5 wireless network (see also AUP). C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, government or international law or that of any Sovereign Nation, as well as Dimension 5 AUP.

EXCESSIVE BANDWIDTH CONSUMERS CUSTOMER activities that consume unusually large amounts of bandwidth (anything over 50 Gig up and/or 50 Gig down), including, but are not limited to, multiple computers on the same connection, programs or servers which provide SERVICES to others via the CUSTOMER'S SERVICE and some types of gaming software. When excessive consumption of bandwidth by a CUSTOMER prevents all CUSTOMERS fair access to the Dimension 5 wireless network, we reserve the right to take necessary steps to correct this problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing SERVICE without prior notice.

SERVICE SHARING If at any time Dimension 5 discovers that the CUSTOMER is sharing their SERVICE or has networked to others outside of the premises, without the express written consent of Dimension 5, SERVICE will be immediately terminated to the CUSTOMER with no refunds of any kind.

INDEMNIFICATION CUSTOMER agrees to indemnify and hold harmless Dimension 5, its owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses occurring or resulting from the installation of SERVICE, equipment, materials or supplies in connection with the performance of this agreement, to any and all CUSTOMERS and/or any other person, firm, organization or corporation.

CUSTOMER EQUIPMENT Dimension 5 is not responsible for maintaining or supporting any equipment owned by the CUSTOMER, and is not liable for any damages to the CUSTOMER'S SU/CPU, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their SU or CPU while on the Dimension 5 network.

SPAMMING Spamming is the sending of unsolicited e-mails (see also Dimension 5 AUP). Dimension 5 will not tolerate any type of spamming. The SERVICE of the spamming CUSTOMERS will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of SERVICE due to spamming.

CANCELLATION A CUSTOMER wishing to cancel SERVICE must submit a written 30 day notice, with an original ink signature, requesting the SERVICE to be discontinued. All CUSTOMERS are bound by a signed written SERVICE AGREEMENT. However, a CUSTOMER wishing to cancel SERVICE must submit a request in writing. If the CUSTOMER cancels SERVICE within the initial month of SERVICE they are subject to a \$250.00 termination fee, and Dimension 5 will not refund any "set-up" or "installation" fees after the first 30 days. If any monthly fees are paid in advance, any refunds will be on a pro-rata basis (i.e. any discounted rates or SERVICE referral credits shall be forfeited on early cancellations). The CUSTOMER will continue to be liable under these TERMS AND CONDITIONS as well as the SERVICE AGREEMENT for all fees and charges until such time as the SERVICE AGREEMENT has been properly terminated or we have acknowledged such termination in writing.

REFERRAL CREDIT Refer your neighbor and you'll receive SERVICE credit on your SERVICE plan, when they sign a 12-month commitment to Dimension 5 and remain a CUSTOMER in good standing for 1 month. Only one credit given per referred new CUSTOMER. Limited to not more than 3 credits per CUSTOMER, per year, will be given (Jan 1 to Dec 31). The name of the Referral must be given at or before the time of installation of the referred new CUSTOMER.

Dimension 5 Internet Solutions - Acceptable Use Policies

Acceptable Use Policies ("AUPs") for Dimension 5 ("Dimension 5 Internet Solutions") may modify the policies of this document and the SERVICE AGREEMENT at any time. Dimension 5 Acceptable Use Policies (AUP's) are in direct compliance with our ISP partner(s) Acceptable Use Policies. Dimension 5 provides its CUSTOMERS a wireless Internet connection, which we refer to as the "SERVICE". The CUSTOMER and users of the SERVICE ("CUSTOMER") acknowledges that Internet sites, and use of the Internet, might consist of, include and/or provide access to images, sounds, messages, text, services or other content and material that may be unsuitable for minors, and that may be objectionable to many adults. The CUSTOMER acknowledges that Dimension 5 is not responsible for any such content or material. It is agreed that use of the SERVICE is at your own risk.

These Acceptable Use Policies are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing Dimension 5 to fairly share its network to all CUSTOMERS.

The CUSTOMER accepts all risk and liability of any use of the Internet through your account. **The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and should not be used as, your primary or "life-line" and/or emergency telecommunications Service.**

ANY CUSTOMER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY DIMENSION 5, SO THAT THE CUSTOMER'S SERVICE CAN BE CANCELLED.

End Users. If CUSTOMER allows others (end users) to use the SERVICE, CUSTOMER is responsible for ensuring that end users comply with this AUP. CUSTOMER may not use the SERVICE in a manner that places disproportionate burden on the wireless network or impairs the SERVICE to other CUSTOMERS. DIMENSION 5 may disconnect SERVICE, cancel the SERVICE AGREEMENT, and close the Account if an end user violates this AUP, without prior notice.

Illegal Activity. Use of the SERVICE for any activity that violates, or constitutes an attempt to violate, any local, government or international law, order, ordinance, rule or regulation, or to engage in tortious conduct, is a violation of this AUP. You may not use the SERVICE to harm, attempt to harm, harass, threaten or intimidate a minor, adult or anything, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography, animal cruelty, obscene material or material that infringes on the copyright and/or the rights of anyone or anything. Dimension 5 may immediately disconnect SERVICE, cancel the SERVICE AGREEMENT, and close the Account if the CUSTOMER violates this AUP, without prior notice.

Inappropriate Content. The CUSTOMER is solely responsible for any and all information that is accessed through the use of the SERVICE. If minors will have access to the SERVICE we recommend an Internet Content Filter and/or Parental Controls; and as a recommendation, Dimension 5 is not responsible if the CUSTOMER chooses not to filter SERVICE content for a minor/child. See also Illegal Activity section. **Dimension 5 is not responsible for content downloaded from or uploaded to the Internet.** Our AUPs and SERVICE AGREEMENT is intended to provide protection for our CUSTOMERS and the Internet community, however we have no control over what you click on and/or save on your computer, with or without your knowledge (i.e. viruses, worms, spyware, cookies, tracking software, etc) while "surfing" the Internet.

Security. CUSTOMER is solely responsible for the protection of their computer and equipment and any misuse of those and the Internet Service, even if a guest or other individual(s), who have access to the CUSTOMER'S system or network, committed the inappropriate activity. Therefore, the CUSTOMER must take steps to ensure that others do not gain unauthorized Internet access. The SERVICE may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. CUSTOMER may utilize scanners, sniffers and any other such security analysis tools to maintain CUSTOMER'S own network as long as CUSTOMER only uses such tools with respect to CUSTOMER'S own network. Dimension 5 does not under any circumstance allow CUSTOMER or unauthorized individuals to scan, probe, or use security analysis tools against the Dimension 5 network or the networks of our SERVICE partner(s) and other CUSTOMERS, use of distribution of tools designed for compromising security of non-CUSTOMER networks, such as password guessing programs, cracking tools, packet sniffers, port scans, or network probing tools, is prohibited. CUSTOMER may not willfully or knowingly disrupt the SERVICE or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading the SERVICE, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, is also prohibited. The CUSTOMER is solely responsible for the security of any device CUSTOMER chooses to connect to the SERVICE, including any data stored on that device. Dimension 5 shall not be liable for the loss of data. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. Dimension 5 is not responsible or liable for any errors, delays, or interruptions.

If SERVICE Provider detects that CUSTOMER'S equipment or CUSTOMER'S Internet/data transmissions contain viruses, Trojans, Worms or similar damaging content/data that adversely affects the Dimension 5 network, the SERVICE provided to other CUSTOMERS, or otherwise compromises the integrity or the operation of the Dimension 5 network, **DIMENSION 5 MAY IMMEDIATELY SUSPEND SERVICE AND RESERVE THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OF SUSPENSION.** In the event of a conflict between the SERVICE AGREEMENT and this AUP, the terms of this AUP will govern. Dimension 5 does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any SERVICE, opinion, advice, communication, information or other content on or made available through the Internet, accessed via the Dimension 5 network. **DIMENSION 5 BLOCKS OUTBOUND EMAIL ON SMTP PORT 25**

WiFi. Customer's WiFi Network must be secured with at least a WPA standard encryption, and broadcast a unique SSID that identifies the customer. (example: WALLY_AP)

Use of SERVICE at your own risk. The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided is "as is" and at your own risk. Dimension 5 is not responsible for the accuracy of information obtained through the SERVICE. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

Dimension 5 is not responsible or liable for the actions of its CUSTOMERS which may directly or indirectly result in the termination of any and all SERVICE of the entire wireless network provided by Dimension 5.

CUSTOMER agrees to indemnify, defend and hold harmless Dimension 5 and its' contractor(s) against any and all claims and expenses (including reasonable attorney fees) resulting from the CUSTOMER or end user(s) engaging in any of the prohibited activities listed in this AUP, Terms and Conditions, or resulting from the violation of the AUPs, Terms and Conditions, and/or of any other policy related to the SERVICE, which includes any judicial or legislative California or federal law, or that of any Sovereign Nation. Your indemnification will survive any termination of the SERVICE AGREEMENT.

It is the sole responsibility of the CUSTOMER to insure that any computer or device connected to the Dimension 5 network be secure and virus/spyware free at all times. Therefore, your spyware and anti-virus must be the latest versions and both the spyware and anti-virus must be active on your PC computer for proper protection and compliance. **MAC/Apple users must install the latest software updates which are sent automatically to your computer. If you do not have the automatic MAC update function activated on your computer you must do so to be in compliance.**

Spamming/Unsolicited Bulk E-Mail. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail spamming and is prohibited. CUSTOMER may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum, or are off-topic according to the charter or other owner-published FAQ or description of the group or list; send unsolicited mass e-mailings, send or forward chain letters; use of the SERVICE as a maildrop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. Our ISP partner(s) uses several spam reporting web sites including, but not limited to, SpamHaus and SORBS, and these web sites may change from time-to-time. Listing on one or more of these web sites, or any other spam reporting web site of the CUSTOMER'S name including fictitious names (dba or aliases), one of CUSTOMER'S employees in connection with the use of the CUSTOMER'S SERVICE, or an alias of such employee(s).

CUSTOMERS shall not engage in mass mailings!

Definition of Mass Mailing. "Opt-in" Mailings are to more than 50 users by either Dimension 5 CUSTOMERS or their 3rd party partner to a group of end users. "Opt-in" means that end user has signed up for mailings voluntarily. "Opt-in" implies that the mailing is not SPAM and a recipient knowingly and willingly requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email. Reminder: SPAM is defined as "unsolicited bulk email that includes advertisements or solicitations, commercial or otherwise, regardless of content." Without exception, Dimension 5 prohibits the practice of mass-mailing unwanted e-mail solicitations of any type, regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased from a 3rd party and are represented as "opt in" clean lists are not exempt from this AUP and will be treated as SPAM.

Harvesting/Spidering/Spyware. The collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained from such means is not allowed.

Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The CUSTOMER is responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited.

Instant Relay Chat. Dimension 5 SERVICE may be used to participate in "chat" discussions. The SERVICE may not be used to perform chat "flooding." Any single computer or other device connected through the wireless network may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones." Automated programs may not be used when the user is not physically present at the device. The SERVICES may not be used to access any chat server in violation of the acceptable use policy of that server.

Instant Messages. Users are responsible for the contents of their instant messages and the consequences of any instant messages. Dimension 5 assumes no responsibility for the timeliness, miss-delivery, deletion or failure to store instant messages.

Consequences of Violation of Acceptable Use Policy. When Dimension 5 becomes aware of an alleged violation of its AUP Dimension 5 and/or its' ISP partner(s) may initiate an investigation. For violations of this AUP, we may, suspend or terminate CUSTOMERS SERVICE, close CUSTOMERS account, and/or pursue other civil remedies. Although Dimension 5 has no obligation to monitor CUSTOMERS SERVICE provided and/or the network, Dimension 5 and its' partner(s) reserve the right to monitor bandwidth, usage, and content from time to time to operate our SERVICE; to identify violations of this AUP; and/or to protect the wireless network and Dimension 5 CUSTOMERS. If Dimension 5 believes this AUP has been violated, Dimension 5 or its' partner(s) may take any responsive actions, as they deem appropriate, without prior notice. The failure of Dimension 5 on its' partner(s) to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

Transmission Speed Dimension 5 does not warranty that the SERVICE or equipment provided by Dimension 5 will perform at a particular speed of bandwidth or data throughput rate or will be uninterrupted. Dimension 5 will not be liable for the loss of data. SERVICE speeds may vary with the number of users on the Wireless network. Management needs may require Dimension 5 to modify upstream and/or downstream speeds.

Resell or Redistribute of Services CUSTOMER will not resell or redistribute the SERVICE or otherwise make available to anyone outside the SERVICE AGREEMENT the ability to use the SERVICE (i.e. WiFi or other methods of networking). CUSTOMER agrees not to use the SERVICE for operation as an Internet Service provider (i.e. hosting a web site or email server).

Prohibited Services Any e-mail, Web hosting, file sharing, and proxy services and servers that perpetuate, or in any way participate, in any pyramid or other illegal soliciting scheme. **Anything that uses an ongoing, constant use of bandwidth** (such as home video surveillance, music and video file sharing programs) is prohibited.

In the event of a default on your account payment and your failure to rectify such default after being requested to do so your account may be handed over for collection in which instance you accept responsibility for payment of all attorney and client costs as well as collection commission and interest at 24% per annum on all amounts older than 30 days.

Privacy Dimension 5 will not release any personally information regarding our CUSTOMERS, except upon presentation of (1) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (2) a civil investigative demand issued by a government entity, or (3) a court order. **Dimension 5 is a private wireless network and the location of our sites and specifics of our operations are proprietary.** The sharing of this information with others is a violation of your agreement with Dimension 5, and violates our agreements between relay sites.

Warranties and Limitation of Liability. CUSTOMER acknowledges and agrees that the SERVICE supplied is provided on an "as is" or "as available" basis. The use of Dimension 5 technical support is at your own risk and is not warranted. Dimension 5 does not warrant or guarantee that SERVICE can be provided to your location indefinitely or without interruption. Dimension 5 makes no warranty regarding any transactions executed, using the SERVICE or the Internet. All limitations and disclaimers stated in this AUP also apply to Dimension 5 ISP partner(s) and its contractor(s). The quality of voice over IP (VOIP) services is not guaranteed on the Dimension 5 wireless network at this time.

This AUP is not intended to infringe on anyone's civil rights or freedom of speech but promote safe Internet protocols and maintain the Government Communication Commission standards. Dimension 5 is a private wireless network. We have the right to refuse service to anyone.

NOT reading this document and/or amendments does not limit your liability regarding your actions or the actions of end users, in regards to the use of the SERVICE and/or compliance with the AUP's, Terms and Conditions, or SERVICE AGREEMENT.

Under penalty of perjury, by the laws of South Africa, I do swear that I have read, understand and agree to the terms and conditions of this AUP:

Under penalty of perjury, by the laws of South Africa, I do swear that I have read, understand and agree to these TERMS AND CONDITIONS:

CUSTOMERS Printed Name _____ CUSTOMERS Signature _____ Date _____ E & OE