

LETABA WIRELESS INTERNET CC

STANDARD TERMS & CONDITIONS

1. DEFINITIONS

1.1. In these conditions:-

- 1.1.1. "Letaba Wireless" shall mean **Letaba Wireless Internet CC, CK2005/102820/23** (herein further referred to as "Letaba Wireless")
- 1.1.2. "The customer" shall mean the person, firm, association, or close corporation buying or leasing from Letaba Wireless.
- 1.1.3. "The application" shall mean Letaba Wireless application form which is completed at or about the time an enquiry is received from the customer.
- 1.1.4. "The goods" shall mean hardware/software and services.
- 1.1.5. "Hardware" shall include Antennas, Radio equipment, networking equipment, Telephones and the like.
- 1.1.6. "Services" shall include installation, general labour, remote access, hosting of email services, provisioning of internet bandwidth and co-location of hardware.

2. BASIS OF CONTRACT

- 2.1. The particulars as set out on the application read with the standard conditions of sale as set out herein shall constitute Letaba Wireless's offer.
- 2.2. The Client's acceptance of the offer shall be conveyed to Letaba Wireless by way of the duly signed prescribed Letaba Wireless application form and payment of the required monies by the client.
- 2.3. Letaba Wireless shall not be bound by any oral statements, recommendations figures, advice, specifications, price quoted, acceptances or representations by its agents or any of its employees.

3. LEGAL CHARGES

- 3.1. In the event of Letaba Wireless instructing its attorneys to recover money or the goods from the client, the client shall be liable for and pay all legal costs ("on an attorney and client scale") incurred by Letaba Wireless and including collection commissions.

4. DOMICILIUM

- 4.1. The client accepts the address as set out in the application form as its domicilium citandi et executandi for all purposes hereunder.

5. INTERPRETATION AND JURISDICTION

- 5.1. The contract shall be interpreted according to the laws of the Republic of South Africa.
- 5.2. The client consents to the jurisdiction of the Magistrate's Court of Tzaneen.

6. PRICE AND PRICE INCREASE

- 6.1. The price of the goods shall be as stated on the quotation unless varied in accordance with 6.2.
- 6.2. If there is any increase for whatsoever reason, in particular but not limited thereto, in Letaba Wireless's cost of the goods or change in the exchange rate prior to the delivery of the goods, or if any other taxes or duties are levied or if any other laws are promulgated which directly or indirectly increase the cost of the goods supplied by Letaba Wireless, Letaba Wireless shall be entitled to increase the price of the goods accordingly.

7. PAYMENT AND EQUIPMENT

- 7.1. The price shall be payable by the client to Letaba Wireless on the terms specified in the attached application form.
- 7.2. Notwithstanding the provisions of clause 14, if no payment is made on the due date, the client shall, at the discretion of Letaba Wireless, forfeit any discount allowed to it and the full purchase price shall then become due, owing and payable.
- 7.3. All payments shall be made to Letaba Wireless free of deductions or set-off at Letaba Wireless's bank.
- 7.4. Interest at prime rate as stipulated by Letaba Wireless's bank will be charged on all overdue accounts.
- 7.5. Client failure to pay Letaba Wireless after the 2nd of each month will resolve in immediate disconnection and de-activation. A reconnection fee as determined by Letaba Wireless from time to time will also be payable.
- 7.6. Letaba Wireless may only use the debit order facilities once the Client has signed an application form which will then be deemed as the contract between the parties.

8. RE-CONNECTION AFTER DISCONNECTION

8.1. The Client may be re-connected with the same or alternate services following disconnection after: Payment of ALL outstanding invoices and reconnection fees. Letaba Wireless will use its best efforts to reconnect a customer within 4 hours after payment of the invoice following a disconnection.

9. DELIVERY

9.1. Delivery shall take place as specified in the prescribed application form, when all relevant information required by Letaba Wireless has been supplied by the client.

9.2. Good shall normally be delivered within normally within 5 working days. In the event of any delay in delivery for any reason whatsoever the contract shall not be cancelled and Letaba Wireless shall not be liable to the client in damages whatsoever.

10. SUSPENSION OF DELIVERIES

10.1. If any amount due and payable by the client to Letaba Wireless is in arrears, Letaba Wireless shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between Letaba Wireless and the client.

11. RISK AND TRANSFER OF OWNERSHIP

11.1. Risk in the goods shall pass to the client on delivery thereof, but ownership of goods shall only transfer to the client only on the date of the payment in full thereof.

12. CLAIMS AGAINST LETABA WIRELESS

12.1. Any claim against Letaba Wireless arising out of goods sold shall be made to Letaba Wireless in writing.

13. EXCLUSIONS

13.1. For a period of 12 months from date of invoice, if any of the goods as stipulated in clauses 1.1.5 and 1.1.6 are latently defective and for which the client has a claim against Letaba Wireless in respect of such goods, then Letaba Wireless has the option to:-

- Replace the defective goods; or
- Reimburse the client in respect of the price of the goods (excluding travel and labour); or
- Offer the goods at reduced purchase price to the client.

13.2. A provider decision in terms of 12.1 conveyed to the client other than in writing and signed by a member or director of Letaba Wireless, shall not be binding.

13.3. Letaba Wireless shall not be liable under any circumstances whatsoever for any loss of profit or any direct or consequential damages arising out of any breach by it of any of its obligations under this contract.

14. BREACH OF CONTRACT

14.1. Letaba Wireless shall be entitled to cancel this contract and/or any part and/or any other existing contract subsisting and claim immediate payment of any monies due not withstanding any earlier agreement or credit if:-

14.1.1. the client fails to pay any amount due under this or any of the contract on due date thereof;

14.1.2. any cheque given to Letaba Wireless in respect of any indebtedness under this or any other contract is dishonored;

14.1.3. the client is sequestrated or is placed in liquidation or under judicial management whether provisionally or final, or

14.1.4. The client commits any act or insolvency or enters into a compromise with their creditors.

14.2. The Client MAY NOT share or resell service provision to any third party unless permission is granted in by Letaba Wireless and discovery of such practices will result in the immediate termination of the services.

14.3. The client may not complain or post unreasonable and negative comments on social media without following the proper support and complaints channels. Unreasonable comments and complaints on social media will result in the immediate termination of the services.

14.4. Abuse of personnel and use of foul language and general unacceptable behavior will not be tolerated. Just as a customer expects common courtesy from Letaba Wireless and its personnel, we should be afforded the same. Abuse of Letaba Wireless's personnel will result in the immediate termination of the services.

15. ABUSE OF SERVICE

15.1. Letaba Wireless reserves the right to terminate service in exceptional cases if, in its sole view, the customer is indulging in Network behavior that is malicious, deliberately causing problems for other users or is brought to the attention of Letaba Wireless as being of that nature. Such instances would include, but not be limited, to 'Hacker attacks' on other sites, 'Denial of Service attacks' on other sites or 'Spamming'. The contract shall be interpreted according to the laws of the Republic of South Africa.

15.2. Letaba Wireless Internet CC is obliged to give any information e.g. data, movies, music, images from the client's log files to ICASA and South African Police or any other international authorities if required.

16. CANCELLATIONS

- 16.1. The Client may cancel this contract at any time, honoring the one month calendar month cancellation periods, without providing a reason.
 - 16.1.1. No credit note or refund will be issued for subscription fees in the cancellation period.
- 16.2. Letaba Wireless may cancel this contract at any time, honoring the one month calendar month cancellation periods, without providing a reason.
 - 16.2.1. If there was any hardware installed or replaced in the three months preceding the cancellation notice from Letaba Wireless, the Client may request a credit note and refund and return the equipment.
 - 16.2.2. No credit note or refund will be issued for subscription fees in the cancellation period.

17. SUPPORT AND MAINTENANCE

- 17.1. Letaba Wireless shall make available a service number and online link on their Website.
- 17.2. Letaba Wireless shall use reasonable endeavors during office hours and after hours to provide advice and support concerning the provision of the services.
- 17.3. Where appropriate, remote diagnosis and fault corrections shall be effected with reasonable care and skill. For the avoidance of doubt, Letaba Wireless shall not be obliged to carry out any site visits or otherwise provide support other than by telephone.
- 17.4. Support hours shall mean 07h00 to 21h00, 7 days a week, 360 days a year.

18. SERVICES

- 18.1. Base download and upload speed is provided on a best effort basis on both local and international traffic and is not guaranteed.
- 18.2. Quality video streaming, smooth skype video calls, low latency online gaming, etc. is dependent on the upstream providers and on third party providers (international gaming servers, video streaming services, etc.)
- 18.3. Letaba Wireless cannot guarantee connectivity from their upstream provider's service, and cannot guarantee uptime due to lightning storms or other natural disasters and damage to, or theft of infrastructure.
- 18.4. Letaba Wireless will not be held responsible for any damages direct or indirect from their services rendered to the client through the internet connection given, software or hardware related.