

Speedstream's STANDARD TERMS & CONDITIONS

1. DEFINITIONS

1.1. In these conditions:-

1.1.1. "the provider" shall mean Speedstream (PTY) Ltd. CK2017/035094/07

1.1.2. "The customer or client" shall mean the person, firm, association, or close corporation buying or leasing from the provider.

1.1.3. "The quotation" shall mean the provider quotation form which is completed at or about the time an enquiry is received from the customer. The quotation is further subject to the provider's standard labour charges which are available on request.

1.1.4. "The goods" shall mean hardware/software and services.

1.1.5. "Hardware" shall be Antennas, Radio equipment, networking equipment, Telephones and the like.

1.1.6. "Services" shall include installation, general labour, remote access, hosting of websites, provisioning of internet bandwidth and co-location of hardware.

2. CONSTITUTION OF CONTRACT

2.1. The particulars endorsed on the quotation read with these conditions of sale shall constitute the provider's offer.

2.2. The client's acceptance of the offer shall be conveyed to the provider by way of the application form being duly signed and deposit paid by client.

2.3. The provider 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. PRICE AND PRICE INCREASE

3.1. The price of the goods shall be as stated on the quotation/agreement/in writing unless varied accordance with the next point.

3.2. If there is any increase for whatsoever reason, in particular but not limited thereto, in the provider'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 promulgates which directly or indirectly increase the cost of the goods supplied by the provider, the provider shall be entitled to increase the price of the goods.

3.3. Speedstream reserves the right to increase subscription fees at any time, whether it be due to inflation, upgrades, network operator price changes or any other reasonable reason, given that the Client was notified, in writing, at least 2 weeks prior to the increase.

3.4. Where a network operator increases its charges, Speedstream is allowed to increase its charges of the affected service in proportion to the increase in cost.

4. PAYMENT AND EQUIPMENT

4.1. The price shall be payable by the client to the provider on the terms specified in the application form attached.

4.2. Notwithstanding the provisions of clause 10, if any payment is not made on due date the client shall at the discretion of the provider forfeit any discount allowed to it and the full purchase price shall then become due, owing, and payable.

4.3. All payments shall be made to the provider free of deductions or set-off at the provider bank.

4.4. A client's failure to pay the provider after the 7th day of each month, will resolve in immediate disconnection and de-activation, unless arranged otherwise in writing.

4.5. For Clients disconnected as in point 4.4. a 10% reconnection fee will apply along with their monthly payment before the client can be reconnected, and if disconnected for longer than 2 weeks, a reconnection fee of R150 will apply along with their monthly payment before the client can be reconnected.

4.6. When signing an application form/contract the Client may only use the Automatic/Scheduled Payment facilities from their bank accounts.

5. DELIVERY

5.1. Delivery shall be as specified in the application form provided, and

5.2. All relevant information required by the provider of the client has been supplied.

5.3. Insofar as the delivery of the goods is concerned, normally within 5 working days, and in the event of any delay in delivery for any reason whatsoever the contract shall not be cancelled and the provider shall not be liable to the client in damages.

6. SUSPENSION OF DELIVERIES

6.1. If any amount due and payable by the client to the provider is in arrears, the provider 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 the provider and the client.

7. RISK AND TRANSFER OF OWNERSHIP

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

7.2. If the Client already has a Mikrotic antenna and just need to switch over to Speedstream network and Internet Services then a connection fee/Swop over fee will apply. (The Equipment can only be used if all the equipment is compatible and usable).

7.3. If the equipment was not bought from Speedstream then Speedstream will not be liable for any replacement or repairs on the equipment.

8. EXCLUSIONS

8.1. For a period of 12 months from date of invoice, if any of the goods as amplified in clauses 1.1.5 and 1.1.6 are latently defective and a claim lies against the provider in respect of goods, then the provider may at its option decide either to:-

8.1.1. Replace the defective goods; or

8.1.2. Reimburse the client in respect of the price of the goods as against the delivery by the client to the provider thereof; or

8.1.3. Require the client to accept the goods at a reduced purchase price.

8.2. A provider decision in terms of 8.1 conveyed to the client other than in writing and signed by the member of the provider, shall not be binding.

8.3. The provider 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.

9. CLAIMS AGAINST THE PROVIDER

9.1. Any claim against the provider arising out of goods sold shall be made to the provider in writing.

10. BREACH OF CONTRACT

10.1. The provider shall be entitled to cancel this contract and/or any part and/or any other contract subsisting and claim immediate payment of any monies due notwithstanding any earlier agreement or credit if:-

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

10.1.2. any cheque given to the provider in respect of any indebtedness under this or any other contract is dishonored;

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

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

11. DOMICILIUM

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

12. LEGAL CHARGES

12.1. In the event of the provider 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 the provider and including collection commissions.

13. INTERPRETATION AND JURISDICTION

13.1. The contract shall be interpreted according to the laws of the Republic of South Africa.

13.2. The client consents to the jurisdiction of the Magistrate's court of Somerset west.

14. ABUSE OF SERVICE

14.1. The provider 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 the provider as being of that nature. Such cases 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.

14.2. The provider reserves the right to throttle/manage/quality of service/Deny any protocol, file extensions, domains, layer 7 and port connections to the client, including port forwarding.

14.3. The provider reserves the right to block peer to peer programs (torrents) and other non-standard internet protocols. Speedstream (PTY) Ltd. are willing 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 needed.

15. RE-CONNECTION AFTER DISCONNECTION

15.1. The Client may be re-connected with the same or alternate services following disconnection after: Payment of ALL outstanding invoices. A reconnection fee will be charged in case the Internet Service has been disconnected.

The provider will use its best efforts to reconnect a customer within 5 hours after payment of the invoice (Proof of payment sent to accounts@speedstream.co.za) following a disconnection.

16. SUPPORT AND MAINTENANCE

16.1. The provider shall use reasonable endeavors during Office Hours and After Hours to provide advice and support concerning the provision of the services to the customer by telephone on the customer service number specified on the Website from time to time and shall, where appropriate, seek to provide remote diagnosis and fault corrections. The provider shall provide such advice and support with reasonable care and skill. For the avoidance of doubt, the provider shall not be obliged to carry out any site visits or otherwise provide support other than by telephone. Office Hours shall mean 08h30 to 17h30 on any weekday excluding public and bank holidays in South Africa. After Hours shall mean from 17h00 to 20h00 on weekdays and 10h00 to 17h00 on weekends and public holidays.

17. SERVICES

17.1. Base and burst speed is provided on a best effort service on both local and international traffic and is not guaranteed.

17.2. The Provider can only guarantee connectivity from their upstream provider's best service, and cannot guarantee uptime after Eskom power failure, lightning storms, and natural disasters.

17.3. Internet from the Client may not be shared to any third party unless permission is granted by the Provider.

17.4. The Provider 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.

17.5. If you are in our coverage area, we should be able to offer you service. However, we do not connect clients if there is any doubt that their connection will not be stable. In order to ensure this, a free site survey is usually required to check line of sight to our nearest access point or high site. And in the case of a Swop over to our service, we will check the equipment first to ensure that it is compatible.

8. What determines whether I can use your service or not?

8.1 Distance from our towers or access points:

We will not attempt to connect a client who is at a considerable distance from our service. Your site survey will determine whether we can successfully transmit over the distance.

8.2 Trees, buildings and other physical blocks:

We do not connect clients who do not have clear line of sight. If there are trees, buildings, or other physical structures in the way, and no place to mount an antenna where we can see past these, we will not install an antenna, and will attempt to refer you to someone else who may be able to provide service in another direction.

8.3 Wireless interference:

As technology uptake increases and more devices transmit wireless signals, there is increasing wireless "noise" in populated areas. Certain areas are so noisy that we are unable to offer a reliable service there. We will not connect you to our service if this is the case.

8.4 Fibre to the Home (FTTH) / Business (FTTB)

We provide most of the Fibre services available and it's determined by the Upstream provider having infrastructure in your area or not. Lead time is 2-4 weeks for FTTH or 4-12 weeks FTTB to be installed and active/usable. Routers are free to use but should stay at the premises where the router was installed upon activation of the Fibre services. If you cancel your subscription before 12 months, then you will be liable for the setup fee of the router as stipulated in the agreement/ invoice. The router does not belong to the client and will be collected upon cancellation of services.

W I R E L E S S F I B R E