Terms and Conditions of Service In this 24 Month Subscription Agreement

Last Edit Date: August 2022

Please read the following information carefully before using the wireless internet service provided by The WiFi Guys. You may not utilise the wireless internet service without accepting these Terms and Conditions.
These "Terms and Conditions of Use" govern your rights and responsibilities and our rights and responsibilities relating to the use of wireless Internet access system ("Wi-Fi System").

Effective Date
The effective date of this Agreement is the date that you select in the Subscription Contract.

Acceptance of Terms and Conditions of Use
In exchange for the opportunity to use our Wi-Fi System, you agree to the following terms. By clicking the link in the email you receive after you submit your Subscription contract, you confirm that you have read, understood, and agreed to the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of this Agreement by clicking the link in the email has the same effect as if you had physically signed the Agreement. Please note that you are responsible for others' use of our Wi-Fi System if they access it through your device.

Updates and Amendments
From time to time, we may in our sole discretion, without liability and without prior notice, update and amend this Agreement. Your continued use of the Service following any such revision will constitute your agreement to be bound by the updated terms of the Agreement. The latest updated Terms and Conditions can be viewed and downloaded on our website at www.thewifiguys.co.za

"Uncapped unshaped Wireless Service Subscribers" means Shaped bandwidth is when certain browsing activities take priority over other activities and is dependent on how busy the network is. Unshaped bandwidth is when your internet experience is constant and will be fast no matter what the activity is.
"CPE" means Client Premises Equipment and includes all equipment necessary to make a connection to the service provider's broadcast signal and includes but is not limited to any antenna, radio device, router, poles and brackets, wall boxes or cabinets and/or POE device.
"Data" means a set of values of qualitative or quantitative variables; restated, pieces of data are individual pieces of information measured in bytes of electronic traffic and which may be indicated in aggregation volumes of kilobytes, megabytes, gigabytes and terabytes.
"ICASA" means The Independent Communications Authority of South Africa as established in terms of the ICASA Act 13 of 2000 as amended.
"POE device" means Power over Ethernet and is a device which connects to an external power source and then supply power to a secondary device or devices over a network cable to exclude the necessity for secondary device to directly connect to a conventional power outlet
"Service Provider" means 'The WiFi Guys'
"The Service" means the internet access package and related services such as hosting and mailbox provision as requested and agreed upon by the Subscriber and provided by the service provider.

1. Termination

This Agreement may be terminated in the following ways:

a. At the discretion of the service provider in the event of the failure by the Subscriber to pay any monthly subscription or other fee or charge due to the service provider timeously;

b. A material breach of these Terms and Conditions of Service or the Acceptable Use Policy (AUP) incorporated therein.

c. By giving one month's calendar notice and settling the outstanding amounts and cancellation fee as per clause 7.a.2 below.

d. In the event that the 24 Month contract has been signed and the service provider cannot connect the subscriber to the service provider's network due to any reason, the 24-month contract will be cancelled.

Notice must be communicated via e-mail to accounts@thewifiguys.co.za and notice to the Subscriber must be sent to the email address indicated on the subscriber's application form.

2. Increases in rates & refunds

a. The service provider reserves the right to increase applicable rates in the event of any increase in the cost of bandwidth or any other facility provided by an upstream service provider. The service provider will notify the Subscriber of such increase in writing, as soon as reasonably possible.

b. The service provider reserves the right to amend subscription rates at its discretion and such amended rates shall be effective thirty days after notification of the amendment is communicated to the Subscriber.

c. There will be no refunds of subscriptions already paid to the service provider, provided however that the service provider has provided the service.

3. No warranties

a. The service provider makes no warranties, express or implied, regarding the service provided, including but not limited to the availability thereof or the correctness or suitability thereof for the purposes of the Subscriber. The service is provided "as is" and "as available".

b. Without limitation of the foregoing, the Subscriber expressly acknowledges that the service provider is reliant on service provision from third parties, the performance of which is beyond the service provider's control.

4. Disclaimer and indemnity

a. To the fullest extent possible the service provider disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of, or inability to use the service in any manner or from reliance on the service in any way.

b. The service provider shall not be liable for any claims and/or damages arising from any deficiency of any nature whatsoever in the service supplied, whether such claims or actions arise from the negligent or wilful acts or omissions of the service provider, its servants or agents.

c. Users agree to indemnify and hold harmless the service provider, its members, employees, servants, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with this Agreement and/or the user's use of/ or inability to use the service.

d. The Subscriber acknowledges that he/she remains solely responsible for his/her own security and privacy. Subscribers are strongly advised to install firewalls and anti-virus software for their own protection.

e. The service provider accepts no responsibility for network downtime or any materials (ebooks, audio, video, pictures and software) downloaded using our network. Such materials may be copyrighted and use thereof without the copyright holder's consent is illegal.

f. Subscribers remain liable for any data usage. Subscribers are to take note that any device, which can make a connection to the client's network, or any other client device connected to the service provider's CPE, may result in data usage. Such devices include, but are not limited to, smart phones, smart TVs, DSTV decoders, tablets, PCs, notebooks, servers, Blue Ray players, security cameras or any other network/WiFi enabled devices. It remains the Subscriber's responsibility to protect access to its network and data usage by setting up password protection.

g. To the fullest extent possible the service provider is not responsible for maintenance or upkeep or replacement of equipment supplied by the Subscriber.

5. Prohibition on sub-letting of the service provided

a. The Subscriber may not cede, sub-let or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of the service.

b. The Subscriber is prohibited from reselling the service in any manner whatsoever.

6. Compliance with Acceptable Use Policy

The Subscriber hereby acknowledges that they have read and agreed to the provisions of the service provider's Acceptable Use Policy (AUP) located at the website www.thewifiguys.co.za and that a failure to observe such provisions may lead to the suspension and/or cancellation of this Agreement and the provision of services.

7. Invoicing and Payment

a. The subscriber has the option of (i) a once off payment of the installation fee **(Month to Month Agreement)**, or (ii) that the installation fee is to be included in the subscription fee at an extra nominal charge over a period of 24 months. **(24-Month Agreement)**

EXPRESS TERMS AND CONDITIONS OF 24 MONTH Agreement

1. Equipment remains the property of the Service provider up to and including month 24 of the contract.
2. If a cancellation by the subscriber is submitted within the 24-month period – the subscriber will be held responsible for the payment of a R500.00 cancellation fee plus the balance of contract.

b. The Subscriber expressly consents to receiving all invoices and other notices and notifications by electronic mail.

c. The 'Payment Date' is the date the subscriber selects in the subscription contract which will be the 'Due Date' for the monthly subscription. All payments are to be paid via Payfast, a Secure Platform in the Client Zone to accept online payments via debit cards & credit cards.

Subscription fees are paid in advance.

d. I agree to have the monthly subscription fees paid in full by the specified date above. Please note that the service will be suspended four (4) days after the specified payment date for non-payments. The service provider reserves the right to disconnect the services for overdue accounts, while the subscriber shall continue to be liable for the service until the conditions of notice have been fulfilled. Any account disconnected for non-payment must be paid in full, including all past due charges, current charges, and a reconnection fee of R100 prior to the reconnection of the service. Non-use of the facilities does not render a refund. Packages are not refundable or transferable.

e. On expiry of the 24-month contract, the onus lies with the subscriber to renew the 24-month contract, at which time the subscription fee shall be recalculated less the installation fee. Should the subscriber fail to renew the contract timeously, the service provider will be forced to disconnect the service until a new contract has been signed.

8. Migration Rules

a. Subscribers may upgrade the line speed of their services at the same premises, effective immediately, subject to payment of the difference in package price, prorated until the next billing date.

b. Subscribers may downgrade the line speed of their services at the same premises, effective from the next billing date. The subscriber must give a calendar months' notice to The WiFi Guys of his/her intention to downgrade prior to the intended effective date of the downgrade.

c. Modifications to the service will be subject to a feasibility check for available capacity.

d. Downgrades are limited to once in a period of 6 consecutive months

9. Transfer of Ownership

Subscribers may not transfer their accounts to another person. An account will have to be settled in full then cancelled before another subscriber may open an account with similar details.

10. Suspension and Reconnection Rules:

A R100 reconnection will be charged for the following reasons:

If the subscribers service is disconnected due to late payment. Our system will automatically disconnect the subscribers account (4) days after the payment due date.

11. Data Volumes and Line Speed

a. Data usage will be calculated as a total sum of bytes sent to and received from the internet by any device connecting through the service provider's CPE at the subscriber's service location.

b. Aggregation will be as follow:

1024 bytes = 1 kilobyte (KB) | 1024 kilobytes = 1 megabyte (MB) | 1024 megabytes = 1 gigabyte (GB) | 1024 gigabytes = 1 terabyte (TB)

c. Line speed is indicated and calculated in bits per second (bps) and may be indicated in kbps (kilobits per second) or mbps (megabits per second).

1kbps = 1024 bps | 1Mbps (1Meg line speed) = 1024 kbps (kilobits per second)

12. General provisions

a. Illegal use of any networking software to bypass the standard of the service provider's configuration and regulation is strictly forbidden.

b. No variation of these terms and conditions will be binding on either party unless reduced to writing and signed by or on behalf of both parties.

c. The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over their person in respect of any legal proceedings arising out of these terms and conditions and to the payment of all costs on an attorney-and-client scale including VAT, tracing fees and collection commission in respect of any legal proceedings instituted by the service provider pursuant to the entering into of this Agreement.

d. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.

e. This Service Agreement and Terms and Conditions contain the record of the entire agreement between the service provider and the subscriber. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

f. The service provider must have access to all CPE equipment connecting to its network at all reasonable times. All CPE equipment must be ICASA approved whether ownership resides with the Service Provider or the Subscriber.

g. The subscriber shall be responsible to comprehensively insure the CPE equipment which insurance shall include but not be limited to lighting, electrical surge, fire, theft, and malicious or accidental damage.

h. At termination of this service, 'The WiFi Guys' has the right to remove all CPE equipment leased to the Subscriber and/or belonging to 'The WiFi Guys', from the subscriber's property.

i. Normal business day shall be from Monday to Friday 08:00 to 17:00 and excludes any public holiday.

13. Notices and domiciles / address for service of legal notices

a. The parties choose as their domicile (domicilium citandi et executandi) or address for any notices and correspondence in terms of this Agreement, as reflected on the Application Form of which these terms and conditions form a part. Notices may also be given in the form of a data message (e-mail). It is the express responsibility of the subscriber to advise the service provider of any change of address or contact details within 7 working days of any such changes.

b. Data messages, including e-mail messages, sent by either party to the other be deemed to be received only when acknowledged (read receipt) or responded to.

14. Service and Support

a. The WiFi Guys support centre is available on 041 001 0199 from 8am and 10pm 7 days a week.

b. Where a call out can be attributable to a fault caused by the Customer, the Customer will be charged a call out fee.

End