

## PRIN ICT WISP Terms and Conditions

1. These terms and conditions apply to the use of PRIN ICT services. The terms and conditions contained in this document and any other proposals and documents are binding and form part of any agreement you have with PRIN ICT.
2. Definition and interpretation
  - 2.1 “Business Day” means any day except Saturday, Sunday or Gazetted public holidays.
  - 2.2 “business hours” means normal hours 8am to 5pm.
  - 2.3 “Connection date” means the date when the service becomes active ie. installation date.
  - 2.4 “Claim” means a claim, legal proceedings, payment demand or pending proceedings.
  - 2.5 “Malicious content” means any viruses, Malware, ransom ware, trojan horses, computer codes or any software or hardware designed to disrupt or destroy any operations partially or as a whole on the PRIN ICT network. This includes child pornography or illegal pyramid schemes or other illegal activities that can cause harm to other users or PRIN ICT on the network.
  - 2.6 “Notice of dispute” means a written notice served by either party on the defaulting party, setting forth the nature of the dispute.
  - 2.7 “Network” means IT and telecommunications infrastructure and systems, including computers VOIP and all equipment, hardware and software including data and components used by PRIN ICT in the normal course of business.
  - 2.8 “Effective date” means the date stipulated in the contract as the commencement date.
  - 2.9 “Emergency changes” means any emergency changes and/or repairs done outside normal office hours that may become necessary from time to time to restore services due to unforeseen breakdown of normal services.
  - 2.10 “Equipment” means any equipment installed by PRIN ICT with standard manufacturing guarantees as stated in the agreement.
  - 2.11 “Fees” means all fees payable for services in terms of the agreements with PRIN ICT.
  - 2.12 “Initial term” means the initial time period for the agreement as stipulated in the agreement and signed by both parties.
  - 2.13 “Loss” means any actual loss, liability, direct damages, penalty, and costs (including legal costs between attorney and client) including any damages or loss either direct or indirect.
  - 2.14 “Laws” means all applicable laws, regulations and their amendments that may be applicable from time to time.
  - 2.15 “Parties” means PRIN ICT and the clients
  - 2.16 “Scheduled Downtime” means maintenance times scheduled to repair and/or upgrade the services.
  - 2.17 “Services and Service levels” means the minimum standard required to meet the agreement expectations.
  - 2.18 “Site” means the office/home/factory where the equipment is installed.
  - 2.19 “Service proposal” means the proposed agreement with all terms and conditions applicable to the agreement.
  - 2.20 “Third Party Provider” means any services not directly supplied by PRIN ICT but contracted with a 3<sup>rd</sup> party supplier.
  - 2.21 “Policies” means the guidelines, procedures and practices published on this website
  - 2.22 “Vat” means value added tax in terms of the Tax act and payable in terms of the VAT act 89 of 1991 as amended from time to time.
  - 2.23 “Website” means the [www.prin.co.za](http://www.prin.co.za).
  - 2.24 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.
  - 2.25 The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include” and “including” followed by a specific example or examples, or the use of examples, shall not be construed as limiting the meaning of the general wording preceding it;

- 2.26 References to any gender includes the other gender, natural person includes juristic person, charity, trust or company, singular includes plural and visa versa
  - 2.27 Any definition applied to a section in the contract shall be applied wholly to the whole agreement itself unless otherwise stated in the agreement
  - 2.28 Words shall bear the same meaning as generally interpreted.
  - 2.29 Any provisions that may become illegal or invalid or unenforceable shall be considered pro non scripto without invalidating the remaining terms and conditions or any other provisions of the agreement.
  - 2.30 Sometimes courts use a rule for interpreting a contract, which is: the contract will be interpreted against the Party responsible for the drafting or preparation of the contract. The Parties agree that this will not apply in the case of this Agreement;
  - 2.31 Vat is included in all amounts stated.
  - 2.32 Technical terms that are not defined in the agreements will have the generally understood meanings in the IT and ICT industry.
  - 2.33 Any definitions in the proposals shall apply wholly to the agreement unless expressly otherwise stated.
  - 2.34
3. PRIN ICT only installs internet to one access point inside the home/office or factory, PRIN ICT reserves the to charge additional fees for travelling and labour to fix any issues on clients computers or internal networks that are not on the internet network, clients personal computers and other devices do not form part of the internet connection, virus removals and any hardware or software issues experienced will be billed separately. Clients passwords are confidential and PRIN ICT does not take any responsibility for passwords shared by the clients themselves. After hours rates will be applicable for clients who require additional assistance that does not related to network problems.
  4. Equipment damaged by the client due to neglect or maliciously will be billed to the clients account and replaced. Supplier warranty will be applicable to equipment that has any mechanical or other hardware failure not due to client's actions. Lightning does not fall under manufacturing guarantees. The client is responsible to insure the equipment with a reputable company or carry the risk personally.
  5. PRIN ICT abides by the POPI act and amendments thereto, no private information of any clients will be shared to any third parties whatsoever unless compelled by a court order served on PRIN ICT. PRIN ICT respects our client's privacy and no personal information except that which is required for billing purposes will be requested. PRIN ICT abides by the RICA Act an requires all documentation that is required by the Act no information submitted in terms of the RICA Act will be shared with any third parties except that which is required by a court order.
  6. The equipment installed by PRIN ICT remains the sole property of PRIN ICT and after expiration of the contract all the equipment must be returned to PRIN ICT in good working order, any missing, broken or damaged equipment will be billed to the clients account and is payable within 7 days after removal of all the equipment by PRIN ICT.
  7. PRIN ICT reserves the right to hand over clients to attorney or debt collection agency who do not pay for services and PRIN ICT may apply for a court order for the execution of the payment in the Gauteng Magistrates court, all costs pertaining to the debt collection will be payable by the client. All outstanding amounts will bear interest at prime plus 2% per year until full payment has been made
  8. The client must cancel the contract 60 days before expiration date, any contracts not cancelled before the date will be automatically renewed for a new term equal to the first term signed for by the client (eg 24-month contract will automatically be renewed for another 24 months unless cancelled or changed in writing)
  9. Upgrades require at least 30 days' notice period to become effective, this notice must de done in writing to the accounts department [accounts@prin.co.za](mailto:accounts@prin.co.za). Downgrades require a 30-day notice period and will incur an administrative fine payable before the downgrade becomes effective, the fine will be billed by the accounts department upon receipt of the notice to downgrade.
  10. PRIN ICT will not be responsible for loss of data or any information on clients accounts who use the PRIN ICT network. PRIN ICT offers a best effort service and will inform clients of emergency or other maintenance on the network that may be required from time to time to ensure the network remains on. PRIN ICT is not

responsible for any losses either directly or consequential due to downtime experienced by clients on the network as a result of maintenance or Escom power failures.

11. Each service provided by PRIN ICT will require a separate agreement to be signed by the client.
12. Clients must inform the Landlord (if applicable) that the equipment is rented and that PRIN ICT retains ownership of the equipment, permission and acknowledgment of the agreement must be signed by the Landlord. The Landlord must agree to give PRIN ICT full access to remove the equipment upon termination of the agreement.
13. Should the service offered by PRIN ICT be subcontracted to a 3<sup>rd</sup> party due to PRIN ICT not having the facility available the client will also be bound by the terms and conditions set forth by such 3<sup>rd</sup> party, these terms will be made available to the client on request.
14. Should the client wish to terminate the agreement before the expiration date then the full outstanding amount will be billed to the client and be payable within 7 working days after removal of the equipment, any broken, damaged or missing equipment will be billed to the client and is payable with the termination fees. The client agrees to give PRIN ICT full access to remove the equipment upon cancellation of the agreement.
15. The client must take all reasonable steps to ensure that the equipment is not tampered with or damaged or modified, the equipment will be billed to the client for any damages or tampering or if the equipment is modified in any way.
16. The client must maintain the equipment and ensure that it is in proper working order, and only used only for the purpose that it was designed.
17. PRIN ICT will not be responsible for any loss, damages or downtime as a result of any unauthorised changes made by the Client or any other 3<sup>rd</sup> parties and reserves the right to suspend services if any changes have been made by the client or any other 3<sup>rd</sup> party to the equipment or to the network. Attempts to hack the network will result in immediate cancellation of the services and PRIN ICT then reserves the right to lay criminal charges for hacking.
18. PRIN ICT undertakes to provide the services and make all reasonable provisions to ensure that the service is always on but cannot be held responsible for interruptions on the network due to 3<sup>rd</sup> party interruptions beyond the control of PRIN ICT.
19. PRIN ICT will recommend changes and upgrades to better the services provided either from PRIN ICT or any 3<sup>rd</sup> party provider to improve the services supplied to the client.
20. The agreement shall remain valid and enforceable and the client shall continue paying the fees during any period of interruption or suspension of the services.
21. The suspension or interruption of services due to the clients actions, eg tampering or wilful damage will not suspend the payments or cancel the agreement
22. The client may terminate the contract in writing with 90 days notice, if the termination date is before the expiration date of the agreement the client will be liable for a cancellation cost equal to the remaining term of the agreement and any administrative penalties that may become applicable, including but not limited to the damaged/missing hardware and the costs for the removal of the hardware as may be applicable.
23. Where the equipment is leased:
  - 23.1 the equipment will be supplied and Installed by PRIN ICT or its nominated representative with the agreed terms and conditions of the signed agreement.
  - 23.2 PRIN ICT shall invoice the client for the rental equipment and monthly service fees as per written agreement
  - 23.3 The risk shall pass to the client on installation, but PRIN ICT will retain ownership of the leased equipment, the client must insure the equipment with a reputable insurance company or carry the risk personally.
  - 23.4 The client shall remain liable for the rental and service costs irrespective of the termination of the agreement, if the equipment has been destroyed or is missing the client will still be responsible for the costs including the rental until the date on the agreement has lapsed.
  - 23.5 The client must inform the Landlord of the terms and conditions of the rental equipment.
  - 23.6 In the event that the client refuses to return the rented equipment or on removal PRIN ICT finds the equipment damaged either partially or destroyed then PRIN ICT has the right to invoice the client for the full amount of the equipment, the invoice shall become payable immediately upon receipt of the invoice.

24. The client shall at all times:
  - 24.1 maintain the equipment in good working order, using the equipment only for the purpose that it was intended and designed.
  - 24.2 Take all reasonable steps to ensure the equipment can't be damaged or tampered with by any third party
  - 24.3 Insure the equipment against loss, theft and damage.
  - 24.4 The client may not modify the leased equipment in any way or allow a third party to modify the equipment
  - 24.5 The client acknowledges and agrees that the services may be terminated or interrupted or suspended due to actions by any third parties and PRIN ICT will not be liable for any losses or damages due to the termination, interruption or suspension
25. PRIN ICT services shall
  - 25.1 provide the services in accordance with the written agreement with the client
  - 25.2 PRIN ICT has a valid and current ICASA licence
  - 25.3 PRIN ICT will provide the necessary support to enable the client to use the equipment properly and telephonic after sales support will be available during office hours 8am-5pm weekdays  
After hours support will be billed on a hourly basis, all callout will be quoted and billed, support for additional services that do not form of the agreement will be billed separately.
  - 25.4 PRIN ICT offers a best effort service but PRIN ICT cannot be held liable for any interruptions or downtime as a result of third parties not supplying the services as agreed on.
  - 25.5 PRIN ICT may recommend upgrades or service migration if the services as per client agreement does not fulfil the clients operational needs, upgrades and migration will require a new agreement with new time periods if applicable as set forth in the written agreement and signed by the client, downgrades of client services will also result in a new agreement with new terms and conditions including new time periods if applicable, the client agrees that changes to the packages and agreements automatically agrees to changes in the amount of the debit order when applicable
  - 25.6 The agreement shall remain valid and enforceable and the client shall continue to pay for the services during the period of interruption or suspension.
  - 25.7 PRIN ICT will bill the client whose name is set forth on the agreement and debit the account of the person who signed the debit order. Change of banking details must be accompanied by a new debit order authorization.
  - 25.8 PRIN ICT shall apply any method necessary to protect the network from spam, illegal activities or hacking and may immediately suspend or cancel the client's services to protect the network or infrastructure if PRIN ICT deems such action necessary to protect the network or other clients on the network.
  - 25.9 The suspension or interruption of the client's services due to client damage of the equipment or abuse will not cancel the agreement or suspend payments, reconnection fee of R250.00 shall be applicable when services are resumed.
  - 25.10 The client will not be eligible to cancel the agreement due to downtime experienced for upgrades, general maintenance or emergency maintenance, the full monthly amount will be payable, the client will not be eligible for discount or reduction of the monthly instalments as per the written agreement.
  - 25.11 All materials and software provided by PRIN ICT for the purpose of providing the services as per agreement shall remain the sole property of PRIN ICT and no transfer of any material rights shall be effected unless expressly stated in the Agreement, and the client will inform the Landlord in writing of this terms of the lease, and the Landlord will expressly agree to the terms in writing.
  - 25.12 The client will grant PRIN ICT reasonable access in normal office hours to maintain or repair the equipment or software as may be required from time to time, the access will be granted to fulfil PRIN ICT obligations in terms of the agreement that may arise from time to time.
  - 25.13 The client shall at his/her own expense be responsible for ensuring the communication services and facilities, including, without limitation, installation areas electrical outlets are suitable for the installation, passage and electrical connection of the equipment and services when they are delivered for installation and thereafter. Where a device or equipment is required which is not supplied by

PRIN ICT, the client shall be responsible for installing is at its own cost, risk and expense. Only devices which are approved by PRIN ICT and ICASA may be used in conjunction with the services and the equipment.

- 25.14 The client shall indemnify PRIN ICT of any claims or loss arising from the services provided in the agreement either by the client or any third parties including but not limited to any intellectual property rights or where such a claim is a result of materials provided either software or hardware, that is utilised by the client or any third party. PRIN ICT will not be responsible for any losses or damages either material or financial resulting from the use of the equipment or the services provided.
- 25.15 The client shall not prohibit PRIN ICT from supply the service or abuse the service or the products in any way.
- 25.16 The client shall not withhold any payments or other fees payable in terms of the agreement
- 25.17 The client may not remove the equipment from the installation site, PRIN ICT will move the equipment to a new location on the clients written request if the client requires a relocation of the equipment at a standard fee, a written quote for the moving of the equipment to a new location will be supplied.
- 25.18 The client may not sell, pawn, assign or encumber the equipment in any way or dispose of the equipment or the services to any third parties for any reason whatsoever
- 25.19 The client will in no way permit the destruction, alteration or do anything to damage or change the equipment thus voiding the manufacturers warranties or attempt to make changes to the equipment or the network. If such changes are made or attempted and the warranties are voided the client will be responsible for any loss or damages caused by their actions
- 25.20 The client will pay 50% of the fees payable in terms of the agreement before commencement of the installation, proof of payment to be sent to [accounts@prin.co.za](mailto:accounts@prin.co.za), the deposit will secure the installation. The payment must reflect in the PRIN ICT bank account prior to the installation date.
- 25.21 Any other services not included in the agreement and provided by PRIN ICT that the client might require will be quoted and billed separately per occasion, clients requiring additional monthly services will be quoted and upon acceptance of the quote will be billed additionally to the initial agreement
- 25.22 The client agrees that additional monthly services will result in an automatically increased debit order, once off services will be either by debit order once off or EFT and be expressly stated in the quote and agreed on in writing by the client. Additional once off services that the client may require is payable via EFT, the deposit required will be expressly stated in the quote and is payable before commencement of the additional service.
- 25.23 Debit orders will run on the date expressly stated in the agreement by the client.
- 25.24 PRIN ICT will provide the client with a monthly invoice and statement for service costs and payments received, all services are payable monthly in advance and non-payment and/or returned debit orders will result in service suspension until payment has been received, reconnection fees will be applicable and billed accordingly. Any third-party costs accrued due to non-payment will be billed separately.
- 25.25 Unless the client informs PRIN ICT of any problems with the installation or the services provided within 5 working days from the time of activation, PRIN ICT shall have accepted that the service is working to the clients satisfaction.
- 25.26 All account in arrear will be billed an additional interest of 2% plus prime from date of default to date payment is received.
- 25.27 PRIN ICT reserves the right to suspend all services for accounts not paid either until payment has been received or a payment plan for the arrears has been accepted by both parties in writing.
- 25.28 The client acknowledges that any fees payable to third parties that may increase from time to time will result in a fee increase in the services supplied to the client, such increase will be in writing and agreed on by both parties.
- 25.29 All invoices are payable in South African Rands in the PRIN ICT bank account on the PRIN ICT bank account as specified on the invoice, no other payments to any other bank account will be accepted.

- 25.30 All other taxes, duties, levies, insurance or any other statutory charges, that may be applicable from time to time, will be for the account of the client
- 25.31 All private information shall be subject to the POPI act as amended from time to time, neither party shall share or make public any information protected by the Act, whether the information is gained accidental or shared by either parties. Upon termination of the agreement the private information shall still be subject to the POPI Act and amendments thereto.
- 25.32 In no event will PRIN ICT be liable for any loss of profits, revenue, data, savings, goodwill or loss of any business opportunity or loss of software or damages relating to downtime or cost of substitute products or services or any incidental or punitive or any consequential losses relating to downtime or suspension of the services, or if PRIN ICT should elect to cancel the clients services for any reason whatsoever.
- 25.33 If PRIN ICT elects to cancel the agreement due to non-payment PRIN ICT shall be entitled to, at PRIN ICT's sole discretion levy a termination fee, the termination fee will be calculated as the remainder of the agreement period additional to the outstanding amount not paid, and any additional administration and or any levy that may be payable, the amount will then be payable once off.
- 25.34 If the client does not pay the outstanding amount PRIN ICT reserves the right to take judgement in the Gauteng Magistrate court and the client will be liable for any additional court and collection fees that may become payable, if the court issues a execution order the fees and collection fees shall also be payable by the client.
- 25.35 The terms and conditions shall remain in effect even after termination of the agreement either by the maturity of the term of the agreement or by cancellation of the agreement for any reason whatsoever.
- 25.36 Any dispute arising from the agreement of the terms and conditions related thereto will be brought before a arbitrator for resolution with each party contributing 50% of the costs for a arbitrator, the arbitrator will be a qualified party in terms of the Arbitration rules of the Arbitration authority of South Africa, the arbitrator will act as an expert and not a mediator, the findings will be binding on both parties. The request to nominate a arbitrator shall be in writing outlining the claim and/or counterclaim and a arbitrator will be appointed within 7 working days of receipt of the written notice.
- 25.37 The parties irrevocable agree that that decision of the arbitrator shall be final and binding on both parties and carries out within the time period stipulated by the arbitrator. And that such decision can be made a court order by the Gauteng Magistrate court. The decision of the arbitrator shall be binding on both parties and any appeal shall be conducted in accordance with article 22 of the AFSA Commercial rules and shall be limited to such question of law and those aspects of the decision impacted by an error in law.
- 25.38 Application for urgent relief shall be made with the Gauteng High court pending the dispute by arbitration
- 25.39 A invoice signed by the Financial Director shall be prima facia proof of the amount owed by the client for the purpose of obtaining provisional sentence or summary judgement. The burden of proof should the client dispute the correctness of such invoice shall rest with the client.
- 25.40 DOMICILIUM CITANDI ET EXECUTANDI

Each of the Parties choose domicilium citandi et executandi("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this agreement as follows:

The Company as reflected in the agreement; and

The Client as reflected in the agreement.

Each of the Parties shall be entitled from time to time, by written notice to the other, to vary their domicilium to any other address which is within the Republic of South Africa which is not a postal office box or poste restante;

Any notice given and any payment made by either Party to the other (the "Addressee") which:

Is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery; and

Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the tenth day after the date of posting

- 25.37. Neither party shall be liable to the other party for any failure to fulfil its obligations in terms of the agreement or payment obligations if and to the extent that such failure is caused by any circumstances beyond its control including flood, fire, earthquake, war, industrial action, government restrictions or any act of God
- 25.38 PRIN ICT may cede or assign or transfer the benefit or obligations under the agreement without prior consent of the client, PRIN ICT may subcontract the agreement or part of the agreement to any third party to improve the quality of service or for any other reason that is deemed necessary to improve our services to the client. The client may not cede or assign or transfer any or part of the agreement rights and obligations to any third party without written consent.

#### General

The agreement and each proposal contain all the provision agreed on between both parties and supersedes all previous terms and provisions. PRIN ICT will disclose any changes to the terms and conditions and any third-party terms and conditions that may change from time to time. Only written changes to the agreement will be applied to the agreement. No changes shall be effective unless recorded in writing and signed by both parties.

If any part of the agreement shall become illegal or unenforceable the remaining part of the agreement shall remain enforce and valid until the time period has lapsed or is cancelled by both parties in writing.

Each party shall be liable for his own legal expenses with regards to client attorney costs, except to the extent previously stated with regards to arrears and other costs.

26. Terms for using the equipment
- 26.1 The client acknowledges that the equipment is and remains the property of PRIN ICT and shall use the equipment only for the purpose that it was intended and in accordance with any laws and regulations
- 26.2 Upon delivery to the client all risks in respect of the equipment is carried over to the client but not ownership.
- 26.3 The equipment is to be used with due care and diligence and no changes, adaptations or modifications to the equipment are to be made.
- 26.4 Should the client move the equipment shall be left on the premises to be collected by PRIN ICT
- 26.5 in the event of theft, damage or loss of the equipment the client shall immediately inform PRIN ICT in writing. The client will be responsible for the repairs or replacement of the equipment, the client will still be liable for the ongoing agreement charges, the full monthly charges will still be debited from the clients account in addition to the repair or replacement costs, the client will be furnished with a quote and report for insurance purposes.
- 26.6 The client shall insure that the equipment remains on the premises, only PRIN ICT is allowed to relocate the equipment, he client will be charged a relocation fee if the service needs to be moved to another address.

26.7 PRIN ICT may at any time during the agreement period reconfigure, upgrade, or exchange any part of the equipment should this be deemed necessary, PRIN ICT will not be obligated to do any upgrades unless it is deemed necessary to improve the service.

26.8 PRIN ICT shall be entitled to change the fees payable by the clients at any time with 30days written notice

26.9 On Termination:

PRIN ICT is entitled to immediately de-activate the service on termination of the agreement or for non-payment, de-activation shall not terminate any payments due by the client, the client will still be responsible for the full outstanding amount together with the additional expenses relating to the cancellation, including but not limited to the legal fees due to non-payment or for damages to the equipment.

PRIN ICT's only obligation after termination is the removal of the equipment and the client shall grant PRIN ICT unrestricted access to the premises for the removal of all the equipment within 5 working days of termination of the agreement.

27 Disclosure

The client warrants and represents that all information provided for the agreement is true, accurate and correct and complete and that the client indemnifies PRIN ICT against any claim that may arise as a result of breach of this warranty.

The Client agrees that PRIN ICT may make the necessary credit checks and that any information received will be treated as confidential and not be shared with any 3<sup>rd</sup> parties for any reason whatsoever, unless directed to do so by court order.

Client information can be disclosed to technicians and other parties necessary to enable repairs or other work that may be necessary on the client's premises.

28 Dispute resolution

The client shall refrain from attacking PRINICT or its subcontractors on any social media platform for delays installation and/ or service interruption or any problems experienced, all problems with connection or any other problems that a client may experience can be reported to [support@prin.co.za](mailto:support@prin.co.za) for an amicable resolution to the problems experienced. Failure to comply with this clause shall entitle PRIN ICT to cancel the agreement immediately without any further notice, PRIN ICT furthermore reserves the right to take legal action for slander/defamation against any client or other person for any untrue statements made on social media in addition to cancelling the agreement