

## **Terms & Conditions – Interpretation**

The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. References to broadband terminology such as “contented” and “uncapped” have the meaning ascribed to such terms in the ISPA Guidelines and Recommendations on Broadband Terminology. These terms and conditions apply to the use of PRIN ICT services and products. 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.

## **Definition and interpretation**

“ Business Day” means any day except Saturday, Sunday or Gazetted public holidays.

“ Business Hours” means normal hours between 8am to 5pm.

“ Connection date” means the date when the service becomes active ie. installation date.

“ Claim” means a claim, legal proceedings, payment demand or pending proceedings.

“ 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 any other illegal activities that can cause harm to other users or PRIN ICT on the network.

“ Notice of dispute” means a written notice served by either party on the defaulting party, setting forth the nature of the dispute.

“ 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.

“ Effective date” means the date stipulated in the contract as the commencement date.

“ 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.

“ Equipment” means any equipment installed by PRIN ICT with standard manufacturing guarantees as stated in the agreement.

“ CPE” means Client Premises Equipment that is the installed / used equipment at the clients premises that does not necessary mean the client owns the equipment unless specified otherwise in writing.

“ Fees” means all fees payable for services in terms of the agreements with PRIN ICT.

“ Initial term” means the initial time period for the agreement as stipulated in the agreement and signed by both parties, i.e 24 months

“ 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.

“ Laws” means all applicable laws, regulations and their amendments that may be applicable from time to time.

“ Parties” means PRIN ICT and the client(s)

“ Scheduled Downtime” means maintenance times scheduled to repair and / or upgrade the services.

“ Services and Service levels” means the minimum standard required to meet the agreement expectations.

“ Site” means the office / home / factory where the equipment is installed and or services are being delivered or provided.

“ Service proposal” means the proposed agreement with all terms and conditions applicable to the agreement.

“ Third Party Provider” means any services not directly supplied by PRIN ICT but contracted with a 3<sup>rd</sup> party supplier.

“ Policies” means the guidelines, procedures and practices published on this website [www.prin.co.za](http://www.prin.co.za)

“ 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.

“ Website” means [www.prin.co.za](http://www.prin.co.za).

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;

References to any gender includes the other gender, natural person includes juristic person, charity, trust or company, singular includes plural and visa versa

Any definition applied to a section in the contract shall be applied wholly to the whole agreement itself unless otherwise stated in the agreement

Words shall bear the same meaning as generally interpreted.

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.

Technical terms that are not defined in the agreements will have the generally understood meanings in the IT and ICT industry.

Any definitions in the proposals shall apply wholly to the agreement unless expressly otherwise stated.

The definitions and rules of interpretation in this clause apply in this agreement. “Agreement” means this services agreement read with the Order, Acceptable Use Policy and the Fair Use Policy;

“ Customer” means the person / client / Company described in the Order;

“ Equipment and/or Services” means the items listed and described in the Order and all auxiliary equipment required for standard or non-standard installations, such as poles and brackets;

“ Party” means either PRIN ICT or the Customer, and “Parties” means both PRIN ICT and the Customer;

“ Order” means the web-based electronic order / Written Contract / Electronic Contract / Administration completed by the Customer;

“ PRIN ICT” means PRIN ICT (Pty) Ltd, with registration number 2015/046968/07;

“ Schedule of Fees” means the fees set out in the Order;

“ Service Levels” means a level of service as to which PRIN ICT’s performance of the Services must conform and is a standard for performance of the Services; and Products, services and standards

“ Provider” means PRIN ICT or 3<sup>rd</sup> Party providing services / products to the customer.

“ Cancel” means the termination, ending or cancellation of the agreement or contract.

PRIN ICT reserves the right to blacklist any customer for non payment of services or for failure to return any of PRIN ICT’s equipment that is in the customers possession. PRIN ICT also reserves the right to hand the customer over to a debt collector / attorney for which the client will be held liable for any and all cost accrued.

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;

Vat is included in all amounts stated.

PRIN ICT reserves the right to amend this offerings terms and conditions, from time to time. PRIN ICT will give notice to each Consumer of such amendments and will place the amended terms and conditions on PRIN ICT’s website at the following link: [www.prin.co.za](http://www.prin.co.za) which will be deemed incorporated into the Agreement and bind the Customer from the date that the amendment was listed on the above mentioned site.

A customer may not provide network services from their account for any financial gain as these services are intended for the use of the customer for home use or for their office at their business use and not for resell purposes.

PRIN ICT only installs internet to one access point inside the home / office or factory as part of the standard installation. PRIN ICT reserves the right to charge additional fees for travelling, labour and hardware for any additional related work that needs to be done and / or to fix any issues on clients computers or internal networks that is not part of the supplied internet access point or standard installation. Clients personal computers, CCTV, TV, Cellular Phones and other devices do not form part of the internet connection supplied by PRIN ICT, virus removals and any hardware or software issues experienced will be billed for separately. Clients passwords are confidential and PRIN ICT does not take any responsibility for passwords shared by the clients themselves. Clients will be billed separately for travelling and other related expenses in the case that PRIN ICT needs to reset passwords due to negligence of clients. After hour rates will be applicable for clients who require additional assistance that is not in the normal office hours. Normal office hours are from Monday to Friday between 08H00 to 17H00.

**Customer Signature:** [       ]

### **Equipment and Services**

PRIN ICT agrees to provide the Equipment and Services set out in the Order subject to the terms of this Agreement. PRIN ICT reserves the right to control, direct and establish technical procedures for the use of the Equipment and Services and the Customer agrees to follow the reasonable instructions and procedures of the Provider with respect to the use thereof; The Customer shall ensure at all times that its use of the Equipment and Services, including its connection of any apparatus to any network used to deliver the Services is in accordance with all applicable telecommunications, data protection and other laws, licences and regulation; and PRIN ICT warrants that it has the necessary consents, licences or agreements required for the provision of the Services.

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. Standard supplier warranties will apply to all equipment and if any device / equipment is damaged that does not fall under the standard supplier warranty then the customer / client will be held liable and will be billed for the repairs / replacement of the faulty equipment. Acts of nature and lightning does not fall under manufacturing guarantees. The client is responsible to insure the equipment with a reputable company or carry the risk personally. Any consequential damage, force majeure, Acts of Nature or Acts of God is the clients own responsibility and needs to be insured by the client.

**Customer Signature: [            ]**

**CANCELLATION PRIOR TO INSTALLATION OF EQUIPMENT**

The subscriber hereby acknowledges that acceptance of any PRIN ICT quotation and / or contract application is a binding commitment and constitutes an order placed on PRIN ICT for the quoted services. The subscriber acknowledges, accepts and confirms that a cancellation requested by the subscriber of PRIN ICT services, subsequent to the signing thereof, but prior to the physical installation of the equipment / services, will result in a penalty fee of twenty-five percent (25%) of the total contract value, which payment shall be due and payable by the subscriber immediately upon demand.

**Customer Signature: [            ]**

**Performance Standards**

The Service is a best-effort service, which means that PRIN ICT does not provide any guarantees that data is delivered or that that the Customer will be provided a guaranteed quality of service level or a certain priority. All customers of the Service obtain best-effort service, meaning that they obtain unspecified variable bit rate and delivery time, depending on the current traffic load. Accordingly, advertised and contracted bandwidth speeds are maximum speeds that are not guaranteed. Technical support should be requested only where the performance of the Service is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios. Web-based speed-tests are not reliable and will not be accepted by PRIN ICT as conclusive proof of non- performance by PRIN ICT. If a support ticket is logged with PRIN ICT, PRIN ICT shall use industry accepted tests in a controlled test environment to verify the performance of the Service. WIFI coverage is dependent on building structure and is not guaranteed to propagate to the entire dwelling, office or factory. The Customer may add additional Access points at his / her own cost to extend the coverage area.

**Customer Signature: [            ]**

PRIN ICT's responsibility to Internet Connectivity ends with the main Router installed by PRIN ICT, If the customer experiences internet connectivity problems and it is determined that is due to tampering of equipment or the set-up or an internal network related problem, the customer will be billed for the support at an additional fee to the customers monthly connectivity fee. Any and all additional services or products will be billed for additionally to the customer, this includes but is also not limited to: IT Services, additional WIFI repeaters, access points, switches, printers, cell phones, computers, or any other devices of the customer etc. It is not the responsibility of PRIN ICT if the customers TV or cell phone or any other devices does not connect to the WIFI or network. This is considered as an internal network issue and will be billed for separately.

**Customer Signature: [            ]**

PRIN ICT shall use commercially reasonable endeavours to remedy any failure to meet the Service Levels as prescribed in the End User Service and Subscriber Service Charter Regulations, 2016, provided that support for technical and billing issues must be logged telephonically, by email or in the online customer portal. PRIN ICT agrees to provide the Equipment and the Services in accordance with the Schedule of Fees. PRIN ICT will measure usage of Equipment and Services in accordance with PRIN ICT's policy as set out in the Schedule of Fees. The charges for the Services and the Equipment will be invoiced monthly in advance and is payable by way of a debit order instruction or debit card to be processed on the first business day of the month or as arranged in writing by the client and agreed on by PRIN ICT on the signed contract.

The Customer will pay or reimburse PRIN ICT for any and all sales and use taxes, duties or levies imposed by any authority, government, or government agency (other than the property taxes and taxes levied on PRIN ICT's net income) in connection with the Equipment and Services provided herein.

Installation fees- cover the costs of labour and other expenses incurred in the installation of the service, and does not cover Equipment costs.

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



the remaining term of the contract and for any damages caused 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, and PRIN ICT will then have the right to debit the client for any outstanding amounts including the cancellation fee and damages.

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 any interruptions on the network due to but not limited to any 3<sup>rd</sup> party interruptions or natural disasters beyond the control of PRIN ICT.

**Customer Signature: [            ]**

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. These recommendations are up to the client to do but might also be mandatory depending on the situation, for example old technology that will be discontinued, etc. If the customer does not heed to PRIN ICT then PRIN ICT will not be held reliable or responsible for any service disruptions that might occur.

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, as long as the agreement / contract is in effect.

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 in any way whatsoever and the client will still be liable for the monthly payments or the full settlement of the remaining contract period.

The client may terminate the contract in writing with three calendar months 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.

**Customer Signature: [            ]**

The equipment will be supplied and installed by PRIN ICT or its nominated representative with the agreed terms and conditions of the signed agreement.

PRIN ICT shall invoice the client for the equipment and monthly service fees as per written agreement.

The risk of the equipment shall pass to the client on installation, but PRIN ICT will retain ownership of the equipment, the client must insure the equipment with a reputable insurance company or carry the risk personally. Equipment purchased or owned by the client will remain the clients responsibility and will also have to be insured by the client.

The client shall remain liable for the equipment 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 equipment until the date on the agreement has lapsed.

**Customer Signature: [            ]**

The client must inform the Landlord of the terms and conditions of the agreement.

In the event that the client refuses to return the 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.

The client shall at all times maintain the equipment in good working order, using the equipment only for the purpose that it was intended and designed.

Take all reasonable steps to ensure the equipment can't be damaged or tampered with by any third party

Insure the equipment against loss, theft and damage.

The client may not modify the equipment in any way or allow a third party to modify the equipment

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.

PRIN ICT services shall provide the services in accordance with the written agreement with the client.

PRIN ICT has a valid and current ICASA licence.

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 excluding public holidays.

After hours support will be billed on an hourly basis, all call outs will be quoted and/or billed, support for additional services that do not form part of the agreement will be billed separately and added to the next debit order.

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.

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

The agreement shall remain valid and enforceable and the client shall continue to pay for the services during the period of interruption or suspension.

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 form.

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.

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 R150.00 shall be applicable when services are resumed. The reconnection fee and the outstanding amount is payable by EFT / Debit order / Debit Card before the services will be reconnected.

Early termination fee – Early cancellation fees are calculated by the remaining period of the contract signed since the Customer's service started and at the time of the cancellation request. Services are non refundable and the termination of the contract can only be finalised once the full outstanding payment has been made. If no payment is made PRIN ICT will hand over the customer for debt collection and legal steps will follow to where the customer will be liable for any and all costs accrued. Other Charges – The Customer agrees to pay all charges for maintenance and other service activities, and to pay for loss or damages to the Products caused by: use of the Equipment and Services for purposes other than those for which they were designed or intended; failing to maintain a suitable operating environment; and any loss or damage to the Equipment at the replacement value of the Equipment.

**Customer Signature:** [       ]

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.

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 agreement, and the Landlord will expressly agree to the terms in writing.

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's obligations in terms of the agreement that may arise from time to time. If after hour support is required it will be arranged with the customer in advance. If the equipment installed by PRIN ICT sustains any damage the customer will be held liable for it. PRIN ICT will only perform work on site like installations if the site is secure and safe, PRIN ICT will not work on towers or roofs in night time or when it is raining.

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 it at 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.

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.

The client shall not prohibit PRIN ICT from supplying the service or abuse the service or the products in any way.

The client shall not withhold any payments or other fees payable in terms of the agreement at any time or for any reason.

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.

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.

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.

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.

**Customer Signature: [                    ]**

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.

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.

Debit orders will run on the date, expressly stated in the agreement by the client.

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.

Unless the client informs PRIN ICT of any problems with the installation or the services provided within 5 working days after installation or from the time of activation, PRIN ICT shall have accepted that the service is working to the clients satisfaction. Any problems that arise after the 5 working days will be assessed and billed accordingly.

All accounts in arrears will be billed an additional interest of 2% plus prime from date of default to date payment is received. All services not paid will be suspended by the 7<sup>th</sup> of the month and a reconnection fee of R 150 will be payable before reactivation. Suspension due to non payment will not suspend the agreement. All services are payable one month in advance.

**Customer Signature: [                    ]**

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.



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.

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.

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.

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.

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.

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.

Any dispute arising from the agreement of the terms and conditions related thereto will be brought before an arbitrator for resolution with each party contributing 50% of the costs for an 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 an arbitrator shall be in writing outlining the claim and/or counter-claim and an arbitrator will be appointed within 7 working days of receipt of the written notice. The Client may lodge any unresolved complaints with the Independent Communications Authority of South Africa.

The parties irrevocable agree that the 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.

Application for urgent relief shall be made with the Gauteng High court pending the dispute by arbitration

An 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.

### **Site environment and facilities**

The Customer shall be responsible for making available, at no cost to PRIN ICT, accommodation, power, space, including mast space, ducting and other facilities for the purposes of installing and housing the Equipment required for the provision of the Services to the Customer. The Customer will permit reasonable access to the Customer's premises, during normal business hours, for the purpose of installation, inspection, maintenance, service, repair, replacement, relocation and removal of Equipment and for the purpose of performing any acts contemplated by this Agreement. PRIN ICT shall provide the following standard Equipment for a standard installation (the equipment can change without prior notice):

1 X 150mm Bracket

20M LAN Cable

1 X Wireless Radio

1 X WIFI Router

Any non-standard Equipment shall be for the cost of the Customer. Customer will be advised of any non-standard requirements after a site survey has been conducted.

### **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 domicilium 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 domicilium 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.

### **Force majeure**

PRIN ICT shall have no liability to the Customer (including for the replacement of Equipment) under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of PRIN ICT or any other party), failure of a utility service or transport or telecommunications network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

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 of 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.

### **Moving Premises**

To ensure minimum disruption of Service to the Customer, Customer must give PRIN ICT atleast one calendar months' notice of its intention to move premises, together with full

details of the new premises. All requests for the Service at new premises shall be subject to a feasibility study. If, after a feasibility study has been conducted it is evident that it is:

Feasible to deliver the same service at the new premises, then Customer shall be liable to PRIN ICT for payment of a relocation fee equal to the then current prices for standard or non-standard installations; If not feasible to provide a similar Service to the new premises, PRIN ICT shall suggest an alternative service to be provided to the Customer as a replacement service and the Customer shall be obliged to procure from PRIN ICT such replacement service as best meets the Customer's technical requirements. In the event that it is not possible to provide the Customer with the same or an alternative service at the new premises, it shall be deemed as a cancellation of the service at which time the full outstanding amount in terms of the agreement shall become payable within 7 working days.

### **Terms for using the equipment**

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 upon delivery to the client all risks in respect of the equipment is carried over to the client but not ownership. The equipment is to be used with due care and diligence and no changes, adaptations or modifications to the equipment are to be made. 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. PRIN ICT shall be entitled to change the fees payable by the clients at any time with 30 days written notice.

### **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.

### **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. PRIN ICT reserves the right to appoint an investigator if fraud is suspected or determined that an investigator is needed.

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.

### **Dispute resolution**

The client shall refrain from attacking PRIN ICT 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 the Customer may lodge any unresolved complaints with the Independent Communications Authority of South Africa.

### **ACCEPTABLE USE POLICY (AUP)**

This Acceptable Use Policy ("AUP") is a material part of your agreement with PRIN ICT for provision of its services to its customers. Please read and follow this AUP carefully.

This AUP may be revised from time to time by PRIN ICT.

This AUP forms part of the agreement between you and PRIN ICT and is incorporated by reference into PRIN ICT's terms and conditions. You and anyone who uses or accesses your PRIN ICT internet services must comply with, and shall be bound by the terms of, this AUP Laws and Regulations, Transmission, distribution or storage of any material on using your services in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secrets or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

#### **The Network**

You acknowledge that PRIN ICT is unable to exercise control over the content of the information passing over its network and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its network. Therefore, PRIN ICT's not responsible for the content of any messages or other information

transmitted over its infrastructure.

You may obtain and download any materials marked as available for download off the Internet, but are not permitted to use your Internet access to distribute any copyrighted materials unless permission for such distribution is granted to you by the owner of the materials. You are prohibited from obtaining and/or disseminating any unlawful materials, including but not limited to stolen intellectual property, child sexual abuse material, hate-speech or materials that is intended to incite violence.

#### **System and Network Security**

All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which users is granted access through PRIN ICT) and includes but is not limited to the infrastructure of PRIN ICT itself.

You may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").

Violations of system or network security by you are prohibited, and may result in civil or criminal liability. PRIN ICT may investigate incidents involving such violations and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of PRIN ICT; Unauthorised monitoring of data or traffic on the network or systems without express authorisation of PRIN ICT; Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; and Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

If PRIN ICT finds a customer misusing or abusing his/her internet connection by either torrenting full time or flat lining their connection permanently or longer than a 24 hour period PRIN ICT reserves the right to either throttle the account or to suspend / cancel the account. The customer will still be liable for the costs and termination fees that may apply depending on their contract period.

#### Email Use

It is explicitly prohibited to: send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements, etc.). This is strongly objected to by most Internet users and the repercussions against the offending party and PRIN ICT can often result in disruption of service to other users connected to PRIN ICT; forward or propagate chain letters nor malicious e-mail; send multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipient; sending bulk electronic messages to recipients that have not opted in to receive such messages; using redirect links in unsolicited commercial e-mail to advertise a website or service; Your mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. PRIN ICT reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to you. PRIN ICT also reserves the right to examine the mail servers of any users using PRIN ICT mail servers for "smarthosting". All relay checks will be done in strict accordance with PRIN ICT's policy of preserving customer privacy.

#### Complaints.

Upon receipt of a complaint, or having become aware of an incident, PRIN ICT reserves the right to: Inform you of the incident; In the case of individual users suspend your account and withdraw your network access privileges completely. In severe cases suspend your service until abuse can be prevented by appropriate means. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available your details to law enforcement agencies. All cases of violation of the above Acceptable Use Policy should be reported to [legal@prin.co.za](mailto:legal@prin.co.za)

#### **FAIR USE POLICY FUP**

PRIN ICT Broadband Fair Use Policy – Wireless Fair Use Policy:

PRIN ICT Broadband's Fair Use Policy (FUP) is only applicable to the Home Lite packages. All packages will be reset on the 1st of every month thus replenishing your data for the month ahead. The FUP is implemented as follows:

Up to 1Mbps Package: You are granted 50Gigs of any time data, once you have reach your 50Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

Up to 2Mbps Package: You are granted 100Gigs of any time data, once you have reach your 100Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

Up to 4Mbps Package: You are granted 150Gigs of any time data, once you have reach your 150Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

Up to 6Mbps Package: You are granted 200Gigs of any time data, once you have reach your 200Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

Up to 8Mbps Package: You are granted 250Gigs of any time data, once you have reach your 250Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

Up to 10Mbps Package: You are granted 300Gigs of any time data, once you have reach your 300Gigs of data usage then your line speed will be reduced by 50% for the remainder of the month.

#### **Wireless Internet**

Customer(s) must be in the service coverage area – Line Of Site.

Line of sight survey will be done before or during installation.

If not feasible PRIN ICT will offer alternative solutions which may vary in price.

The once off installation fee is for the installation (labour and sundries / consumables) of the CPE (Client Premises Equipment) kit and is payable in advance to secure the installation order (via online card payment, debit order, EFT or Cash). The CPE kit is provided by PRIN ICT and will remain the property of PRIN ICT unless specified otherwise in writing.

Standard Installations will take place within 7 - 14 working days dependant on circumstances like weather and stock availability.

Should a client change physical address and the new address does not fall within the coverage or "line of sight" area of his / her current service, then PRIN ICT will look into offering an available alternative solution.

PRIN ICT supplies a standard installation kit and PRIN ICT is not liable for any damages direct / indirect or consequential, financial loss, data loss or any other losses that may occur for any reason whatsoever while using the installation kit or part thereof or any services supplied by PRIN ICT or damages direct / indirect or consequential, financial loss, data loss or any other losses due to changes made by the client or any unauthorised person/s to hardware or software connected to the service. PRIN ICT supplies the kit for the express purpose for which it was intended and with a standard supplier warranty and PRIN ICT is not responsible for any losses or damages direct / indirect or consequential due to faulty equipment from any supplier. It is also the responsibility of the customer to insure the equipment with a reputable insurer for as long as the CPE kit is in the possession of the customers care.

All warranties for any hardware installation will be voided if evidence of tampering is found to any hardware equipment installed or if any item in the installation kit has been replaced with other hardware not approved by PRIN ICT.

The client shall at all times use the product only for the purpose that is was intended. PRIN ICT is not liable for any losses or damages direct / indirect or consequential caused by breaching the warranty of the supplier.

PRIN ICT shall not be liable to the client or any other third parties for any incidental, consequential, or any other direct or indirect loss or damage (including but not limited to loss of profits or revenues and loss of data), nor for exemplary or punitive damages. These limitations of liability shall apply regardless of the form of action, whether in contract or otherwise and regardless of whether either Party has been advised as to the possibility of such damages and / or losses occurring.

Customers can upgrade or downgrade their service at any time. All upgrades / downgrades will commence from the first of the next month once proof of payment has been cleared or has been received. In the case of a downgrade the customer will be liable for the difference in costs from the original contract and will be billed for the difference of the remaining period of the original contract and the difference will be payable within 7 days after the contract change has been made.

Some of our packages / services are uncapped, un-shaped and un-throttled, but a FUP (Fair Use Policy) and AUP (Acceptable Use Policy) will be applied to subscribers at discretion of PRIN ICT when warranted. PRIN ICT reserves the right to cancel any subscription at any time due to misuse and or abuse. The cancellation of the service will not automatically cancel the contract and the client will be liable for the remaining outstanding amount for the full period of the remaining contract.

Customers are liable to pay on sight and or off site / remote support, including travelling costs and any other cost incurred for either labour, hardware, equipment, software etc., when the need arises. Labour will be billed either in normal office hours (08H00 to 17H00 Monday to Friday excluding public holidays) tariffs or after hour tariffs when applicable.

The Customer is responsible for his / her own insurance on all hardware installed by PRIN ICT. PRIN ICT will not be held liable for any damages to equipment or damages caused by equipment.

Customer must have Landlord / Body Corporate consent for installations. By signing this contract you agree that you have permission to allow PRIN ICT access to the premises as well as the installation deemed necessary by PRIN ICT.

Prices are subject to change without prior notice.

Our suppliers require Warranty and swap outs items to be returned with full packaging and as such we will only be able to honour these swap outs if the suppliers requirements are met.

Warranty swap outs within the first year include free delivery and collection. All labour to reinstate the software or hardware will not be billable. All warranties will be voided if any items have been tampered with in any way by the Client or any third party. If the suppliers warranty is voided in any way due to client negligence or tampering or acts of nature, storms, acts of God, power surges etc., PRIN ICT will bill the full amount for the replacement of the equipment / software and will include labour and travelling with all sundries / consumables need to replace the equipment or software.

During installation any unforeseen issues that arise will be communicated to the client along with an estimation of possible additional costs or alteration or changes to the installation.

Additional services requested by clients during the standard installation will be billed separately and added to the monthly invoice.

Where PRIN ICT will endeavour to gather all the required information prior to solution implementation, due to the nature of the industry, it is impossible to factor in every potential eventuality and it is deemed acceptable that certain issues may occur as a result of the solution implementation.

In the event that the Client requires products or services to be financed, PRIN ICT will provide the quotation for the financing that the client will need by a Financial Institution as PRIN ICT is not a registered credit provider and cannot directly finance the customers service or products.

Support services for Internet packages / services are available: Office hours are from Monday to Friday, from 08H00 to 17H00, Office Tel 087 809 1674 (excluding public holidays) or email: [support@prin.co.za](mailto:support@prin.co.za) (all hours) Email Support will be available after hours.

PRIN ICT undertakes to solve and correct any problems with service without delay, but delays may occur due to circumstance beyond our control: Force majeure, general power failures, Client made unauthorised changes or any other reason beyond PRIN ICT's control. Any interruptions shall in no way affect the contractual obligations of the Client to pay the full amount due per month.

A 2% plus prime interest per month will be payable for accounts in arrears.

The clients account will be suspended for non-payment within 6 days after the due date on the last day of the Month, and a reconnection fee of **R 150.00** will be payable in advance before reconnection in addition to the outstanding amount with interest.

All services are best effort services

**Customer Signature:** [      ]

### **LTE**

This service is a best effort service

All pricing can change without prior notice

This is a data only service and does not include any hardware unless specified in writing and If hardware is supplied it will remain the property of PRIN ICT unless specified in writing.

Top-up options are available once data limit has been reached

Subscription to the LTE is subject to the LTE network coverage and network availability.

The LTE is a fixed wireless service and customers will be required to use the service at the physical location supplied during the application process. If the customer moves the equipment to a different site other than what was provided to PRIN ICT with the initial survey then PRIN ICT cannot be held liable if no coverage is in the new or different area / location.

The SIM shall only be used on the device provided as part of the deal on a 24 month contract except in such instances as the device is under repair or being replaced by PRIN ICT and is substituted by another similar device. The device will still remain the property of PRIN ICT.

PRIN ICT reserves the right to suspend / terminate this service when any fraudulent activity is suspected to have occurred.

The service shall be available on a 24 month contract only.

Subscribers will receive a SIM card and a LTE Router which will remain the sole property of PRIN ICT and must be returned after expiration of the 24 month contract

PRIN ICT shall endeavour to ensure that LTE coverage is available where stipulated it has LTE coverage. PRIN ICT shall not, however, be held responsible for customers' failure to access the Internet in areas that are not covered by the LTE service. As LTE is provided by 3<sup>rd</sup> Party suppliers PRIN ICT cannot be held liable for any downtime experienced for any reason whatsoever. On termination of the contract the equipment must be returned to PRIN ICT.

PRIN ICT is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and / or use of the service.

Customers are permitted to request an upgrade after 3 months into their contract. The upgrade date will effectively start a new 24 month contract period.

A downgrade can be done after 12 months, a penalty fee equal to the full term of the remaining contract is payable and there after a new 24 month period will commence.

Early termination fee will be equal to the full term of the contract calculated from date of termination

It is the responsibility of the customer to connect their devices to the WIFI or network. If PRIN ICT has to connect any devices then PRIN ICT reserves the right to invoice additional labour, travelling or any other related expenses that might be applicable.

### **VOIP / Voice**

All VOIP contract will be for 24 months thereafter the contract will be renewed for a further 24 months, cancellation must be done 60 days before the contract expires, early cancellation will carry a penalty equal to the remainder of the contract period.

Geographical numbers can be ported (eg: 012 and 011) non geographical numbers (087..)cant be ported and need to be cancelled

New numbers are allocated randomly from a pool of available numbers,

Porting from another company needs to be accompanied by the signed porting form and the last billing account received from the supplier clearly indicating the number to be ported and signed by the owner of the account.

The SIP trunk number will be payable in advance. Calls made will be billed monthly and limited by the account limits set by the customers.

International calls will be billed separately, customers must request international call facilities in advance and specify the countries for calls made. Incoming International calls are unlimited

Porting to another service provider will only be accepted once the full outstanding amount on the VOIP account has been paid.

### **Domain and Hosting Terms and Conditions**

PRIN ICT reserves the right to suspend a Domain and Emails for non-payment, and or return of debit order, services will be reinstated upon proof of payment of arrears. A reinstatement fee of R 150.00 excluding vat is payable in advance together with the outstanding amount before services can be restored. Reactivation of services can take up to 48 hours depending on the service.

Domain registration is payable yearly in advance and is non-refundable.

PRIN ICT is not responsible for any loss or damages either incidental or consequential as a result of downtime of the domain at any time.

Disclaimer: PRIN ICT does not condone abusive content or personal attacks or the use of material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other juristic person or person/s. PRIN ICT will not be held liable for any damages/downtime/criminal charges or claims due to changes made by the client or hackers to the domain. PRIN ICT reserves the right to terminate any domain without due notice.

### **Device Major Service, Remote support, Remote Minor Maintenance, Anti Virus & Anti Malware, Monitoring and Asset Management Services Terms and conditions**

All backups are stored off site and encrypted to ensure confidentiality and security with only limited access to the data.

The parties record further that all personal and business data, on any device, shall constitute the intellectual property of the client and accordingly, the client retains all rights, title and interest in and to the personnel and business data.

The client hereby authorises PRIN ICT to, but not limited to, at any time during the subsistence of this agreement to copy, compile, collect, process, mine, store, transfer or use the personal and business data for the purpose of performing the services

PRIN ICT hereby warrants and undertakes that it shall not, at any time copy, compile collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other matter use the personal or business data for any purpose other than as contemplated in this agreement without the express prior written consent of the Client.

PRIN ICT further warrants that all systems on which the personal and business data may be copied, compiled, collected, processed, mined, transmitted, altered or deleted or otherwise used, shall at all times be of a minimum standard required by law.

Backups and Data Sync are live and real time, subject to internet connection & availability.

Assessments are done on an individual basis and billed accordingly.

Yearly major service must be arranged at least 5 days prior to collection of device, the client will be informed of the due date, PRIN ICT does not accept any responsibility if the client delays or cancels the yearly service or any loss or damages incurred.

Authorisation is hereby granted to PRIN ICT to do the necessary repair(s) as requested by client to the unit booked in under the Customer repair order form, client will be informed in writing / telephonically as to any additional costs.

Hardware and software related faults found that are directly or indirectly related to the initial fault is not the responsibility of PRIN ICT. PRIN ICT is not responsible for any loss or damages caused by upgrades on any devices.

All upgrades of Hardware carries a standard warranty, all warranties for any hardware installation will be voided if evidence of tampering is found to any hardware equipment or upgrades on devices have been tampered with in any way of if an item in the device has been replaced by the client or any third party with other hardware not approved by PRIN ICT. PRIN ICT is not liable for any losses or damages due to work done by a third party on any devices after PRIN ICT upgrades or services a device.

Under no circumstances will PRIN ICT install any software unless the original license and software (not a copy) has physically been presented to the technician responsible for the service / repair. PRIN ICT reserves the right to not do any repairs / upgrades whatsoever to any device that does not have an original operating licence, PRIN ICT cannot be held liable for any problems or losses or damages that occur due to any software on any device, PRIN ICT only installs original software with valid licences but cannot and will not guarantee the software. PRIN ICT cannot guarantee repairs to hardware or software on any device if damages, loss of data or any other problems are caused by the use of illegal software. In the case of faulty hardware repairs PRIN ICT will keep the faulty or old hardware / parts / equipment.

PRIN ICT does not accept responsibility for any further damages caused resulting from virus scans and removal. There is no guarantee that the device will not get infected again and certain programs may need to be reinstalled as a direct result of a virus on a device. There is no guarantee for any data.

Remote monitoring, includes anti malware (if selected by client) monitoring and will be removed remotely when detected. PRIN ICT cannot be held responsible or liable for any losses or damages caused by malware. Malware is monitored closely but removing malware does not guarantee that no loss or damage may occur to software or hardware. PRIN ICT cannot be held liable for any losses or damages resulting from malware / viruses or any related software problems or faults on any devices.

Hardware failure may be caused by faults or defects on other hardware. Replacing a failed unit may cause another defective/ faulty unit to fail. PRIN ICT does not accept responsibility for any other components that may fail as a result of the installation or replacement of any failed parts.

The client is expected to provide correct and consistent information resulting in the failure. Any abnormal issues or uses of any device, other than normal operating procedures (as laid out by the manufacturer) should be stated.

Authorisation is hereby granted to PRIN ICT to do the necessary repair(s) to the unit booked in under the Customer Repair Order Form.

Hardware or Software related faults found that are directly or indirectly related to the initial fault is not the responsibility of PRIN ICT.

The client is solely responsible for backing up all data stored in any device before booking the unit in for repair. PRIN ICT will not be liable for any loss during or after the service / repair of this unit due to any cause whatsoever.

In no event will PRIN ICT be liable for any loss of revenue or profits, or any special, incidental, contingent or consequential damage however caused before, during or after the service or repair. This being even if PRIN ICT has been advised of the possibility of impending damage or loss to person or their property.

Advice and recommendations supplied by PRIN ICT or its employees will be acted upon entirely at the client's risk.



All repairs and services that are under warranty will be acted upon according to the PRIN ICT terms and conditions (available under request) and supplier terms and conditions and warranties and guarantees. A prove of purchase from the customer must be provided.

No repair will be authorised before this form has been signed by the client and verified by a PRIN ICT representative.

Under no circumstances may the warranty void sticker be removed from the case once repair has been completed. Should the warranty sticker be removed, for whatever reason, the warranty on all parts supplied and installed will be null and void.

Software carries no guarantee whatsoever.

The customer may be held liable for a Quote rejection fee of R 380 or more for any item sent in for warranty that is found to be warranty voided. The reason could be because there is evidence of physical damage, software related or it could simply be out of warrant period. No item may be returned for a refund and PRIN ICT might charge additional fees depending on travelling, labour and other related fees pertaining to the item or repair.

### **CANCELLATION**

We agree that although this Authority and Mandate may be cancelled only by mutual agreement, such cancellation will not cancel the Agreement. We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to PRIN ICT.

Should the subscriber elect to cancel the contract before the period ends PRIN ICT will bill and invoice the Clients account with the full cancellation fee equal to the full amount outstanding for the remaining contract period.

This Schedule shall become binding on the parties upon signature thereof by the Last Party.

In the event that a line and/or account is suspended for non-payment, PRIN ICT reserves the right to charge the Client a re-connection fee which is due and payable prior to the reconnection. Account suspended for non-payment will only be activated after the full outstanding balance has been settled.

The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

PRIN ICT: 298 Matlabas Avenue, Annlin, Pretoria, Gauteng, South Africa

Customer

Address: \_\_\_\_\_

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice in writing or e-mail. PRIN ICT might require a form to be completed depending on the notice, if applicable the form will be provided to the customer.

Either party may by written notice to the other party change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs or its postal address or its fax number or e-mail address, provided that the contract change shall become effective on the 5th business day from the deemed receipt of the notice by the other party.

Any notice to a party will remain the responsibility of the party to ensure that the notice send is received by the other party or intended party. Any notice sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 25th business day after posting (unless the contrary is proved); delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or sent by fax to its chosen fax number stipulated in the contract, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or sent by e-mail to its chosen e-mail address stipulated in the contract, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

In the event that PRIN ICT takes legal action because of a breach by the Client due to non-payment of its obligations in terms of this agreement, the client who committed the breach shall be liable for any and all legal costs incurred by PRIN ICT in breach of contract, on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

PRIN ICT or its authorized collection agents shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the other party's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

The Client hereby authorizes PRIN ICT to furnish credit information concerning the Client to any credit bureau, or to any credit provider seeking trade references concerning the Client; and to request information concerning the Client from any credit bureau, or from any credit provider, in order for PRIN ICT to conduct a credit assessment or affordability assessment in respect of the Client and/or to trace the Client.

### **General Terms and Conditions**

Invoices will be sent on the 15<sup>th</sup> of each month and will be payable one month in advance. The due date will be on the end / last day of the month, thereafter the arrears account will be suspended by the 7<sup>th</sup> of the Month.

Debit orders / card payments / monthly scheduled payments that run will thus be for the next month's services (one month in advance).

Cancellations are on a 2 (two) months calendar notice.

Any account enquiries and proof of payments (POP) can be send to: [accounts@prin.co.za](mailto:accounts@prin.co.za)

Support for all our services are available: Normal Office hours are from Monday to Friday: 08H00-17H00 (excluding public holidays) or email [support@prin.co.za](mailto:support@prin.co.za).

All services contracted by the client will be debited on the 1<sup>st</sup> day of each month (unless specified otherwise in writing) for the next month in advance. All quotes accepted by the Client will be billed and debited from the clients account before work is commenced. Pro Rata debit orders will be processed when applicable.

Upon cancellation or termination of this agreement for any reason whatsoever, PRIN ICT shall not at any time after the conclusion of this agreement and without the clients prior consent thereto, disclose to any person of use in any manner whatsoever the Clients confidential information, and undertakes to delete any and all private and confidential data of the Client except that which is required by law to be retained eg RICA, SARS and any other applicable legal requirements.

PRIN ICT reserves the right to sell any devices after 30 days if the client does not pay the quote rejection fee and / or the repairs requested to defer any costs incurred, or if the client does not provide a response to PRIN ICT in regards to the device repair. It will then be considered that the device of the customer is now the property of PRIN ICT and PRIN ICT reserves the right to handle with the device as deemed fit.

PRIN ICT shall not be held liable for any damages or loss of customers property caused by theft, fire or any other cause whatsoever, incidental, consequential or any other direct or indirect loss or damage (including but not limited to loss of profits or revenues and loss of data), nor for exemplary or punitive damages. These limitations or liability shall apply regardless of the form of action whether in contract, delict or otherwise and regardless of whether the Client has been advised as to the possibility of such damages and/or losses occurring from any service contracted by the client, this clause is not limited to the time period of the contract and shall be applicable for any devices installed, serviced or maintained by PRIN ICT ad infinitum.

2% plus prime interest per month will be payable for all accounts in arrears

In no event will PRIN ICT be liable for any loss of revenue or profits, or any special, incidental, contingent or consequential damage however caused before, during or after the service or repair. This being even if PRIN ICT has been advised of the possibility of impending damage or loss to person or their property Advice and recommendations supplied by PRIN ICT or its employees will be acted upon entirely at the client's risk.

The Parties choose *domicilium citandi et executandi* ("**domicilium**") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, the serving of any process, the addresses as set out on the cover page of this Agreement. Either Party shall be entitled from time to time, by giving written notice to the other, to vary its physical domicilium to any other physical address (not being a post office box or *poste restante*) within the Republic of South Africa, to vary its postal domicilium to any other postal address within the Republic of South Africa and to vary its facsimile domicilium or email domicilium to any other facsimile number.

Any notice given or payment made by either Party to the other which is: Delivered by hand between normal office hours of 08:00 and 17:00 on any Business Day to the Addressee's physical domicile for the time being shall be deemed to have been received by the Addressee at the time of delivery;

Posted by prepaid registered post to the Addressee's postal domicile for the time being shall be deemed (unless the co to have been received by the Addressee on the fourteenth day after the date of posting.

This agreement constitutes the sole record of the agreement between the parties in regards to the subject matter thereof. The client shall not be entitled to cede, assign or transfer any of its rights and/or obligations in terms of this agreement, without the prior written notice of PRIN ICT, which consent will not be unreasonably withheld.

No addition or variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties

No indulgence which with party may grant to the other shall constitute a waiver of any of the rights of the granter unless reduced to writing and signed by both parties.

The subscriber hereby warrants that it has the capacity to and is authorised to conclude this agreement and that upon signature this agreement will and will continue to, bind in all respects.

PRIN ICT will apply discounts at its own discretion where applicable and will only be approved by the Financial Director.

Please note that Pricing is subject to the exchange rates applicable and may change without prior notice.