

SONIC WiFi

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Terms & Conditions – Sonic WiFi updated 1 April 2017

By using this service, the Subscriber agrees with the full terms and conditions as set out and contained in this document.

1. Interpretation

Definitions:

In the Agreement, the following terms shall bear the following meanings:

“the/this “Agreement”	Refers to Sonic’s Subscription Agreement, terms and conditions, the terms and conditions of use of the Sonic website. Any copyrights, privacy policy and all terms and conditions imposed in respect of the service as amended from time to time;
“Sonic Computers & WiFi CC”	Also referred to as “Sonic” or “the Company” or “Service Provider”;
“Registration Number”	A registered company with registration number 2010/167000/23 in terms of the laws of the Republic of South Africa;
“Agreement”	A meeting of minds with the understanding and acceptance of reciprocal legal rights and duties as to particular actions or obligations, which the parties intend to exchange; a mutual assent to do or refrain from doing something; a contract;
“Subscriber / Client”	Any Corporate or retail subscriber to whom the hardware and services are provided and made available in the terms of the agreement;
“ISP”	Internet service provider: a company that offers access to the Internet;
“License”	The national ICASA license 0114/CECS/JUN/10 & 0114/CECNS/JUN/10 granted to Sonic to provide an internet service;
“Effective Date”	The date of conclusion of the agreement, or the date of delivery of hardware/services to the subscriber that are the subject of this agreement;
“Contract Term”	A period of the agreement as indicated on the application form, commencing on the effective date;
“Hardware”	The equipment installed at client premises, including but not limited to Antennas, Routers, Computers, Notebooks, VoIP phones used by a subscriber;
“Installation”	The installation of hardware on a location or subscriber laptop / desktop or similar device specified by the Subscriber in an order;
“Internet”	The interconnected system of networks that connect computers on the world-wide web via the TCP/IP protocol;
“WiFi”	Wireless Local Area Network products offered by Sonic in terms of the WiFi Terms and Conditions found on the link at the bottom of this Terms and Conditions;
“WAN”	Wide area network is a telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with leased telecommunication circuits.
“IP”	Internet Protocol is the method or protocol by which data is sent from one computer to another on the Internet. Each computer (known as a host) on the Internet has at least one IP address that uniquely identifies it from all other computers on the Internet.
“TCP”	Transmission Control Protocol/Internet Protocol is the basic communication language or protocol of the Internet. It can also be used as a communications protocol in a private network (either an <u>intranet</u> or an <u>extranet</u>). When you are set up with direct access to the Internet, your computer is provided with a copy of the TCP/IP program just as every other computer that you may send messages to or get information from also has a copy of TCP/IP
“SONET”	Packet over SONET/SDH, abbreviated POS, is a communications protocol for transmitting packets in the form of the Point to Point Protocol (PPP) over or SONET, which are both standard protocols for communicating digital information using lasers or light emitting diodes (LEDs) over optical fibre at high line rates.
“HTTPS”	Hyper Text Transfer Protocol Secure is the secure version of HTTP, the protocol over which data is sent between your browser and the website that you are connected to. The 'S' at the end of HTTPS stands for 'Secure'. It means all communications between your browser and the website is encrypted
“FTP”	The File Transfer Protocol is a standard network protocol used for the transfer of computer files from a server to a client using the Client-server model on a computer network. FTP is built on a client-server model architecture and uses separate control and data connections between the client and the server.

“TELNET”	A network protocol that allows a user on one computer to log into another computer that is part of the same network
“Services”	Broadband Wireless Internet access services, value-added Internet Protocol services, Virtual Private network, Web Hosting. The services chosen by the subscriber in the application form including any additional services which have their specific terms and conditions;
“Business Hours”	Means Mondays to Friday 09H00 to 17H00 and Saturdays from 09H00 to 12H30 excluding Sundays and Public Holidays;
“After Hours”	Means Mondays to Fridays 17H00 to 21H00 and Saturday from 12H30 to 21H00, Sundays and Public Holidays from 09H00 to 21H00;
“Client data”	Means the data that is transmitted and received using the Sonic network;
“CPE”	Means the “Client Premises Equipment”, the antenna that is installed at the subscriber’s premises for the delivery of the service;
“Care Plan”	Means the optional antenna care plan sold by the service provider to coverage damage to the CPE;
“VAT”	Value Added Tax has provided in the Value-Added Tax 89 of 1991.

1. TERMS AND CONDITIONS OF USE

- 1.1 In respect of each Service set out in the Agreement, this Agreement will commence on the date of its submission by the Subscriber and will continue indefinitely unless terminated formally in writing, 30 days prior to the end of the current term;
- 1.2 If no cancellation is received the service will renew for the same term. notwithstanding any other part of this agreement;

2. COMMITMENT OF SERVICE

Sonic strives to be the premier Wireless Internet Access Service Provider in the Overstrand area. As part of this commitment, we are constantly improving on our network, and our Network Engineers proactively monitor performance.

It is important to Sonic that our Subscriber’s clearly understand the difference between purchased bandwidth and throughput. First, some background about the Internet. The Internet is a mesh network comprised of multiple independent Internet Service Providers, Enterprise Level Customers and Residential Customers located throughout the world.

As such, there are various WAN routing protocols that make up the Internet including, but not limited to, Frame Relay, IP over Ethernet and IP over SONET. With these WAN routing protocols come various overhead requirements that reduce the amount of throughput possible for all Internet Subscribers. In addition, TCP is the primary transport layer protocol utilized throughout the Internet. HTTP www sites TELNET and many other applications utilize the TCP protocol suite as their transport layer protocol. TCP is a connection-oriented protocol thus also has overhead requirements. Most in-depth testing and research shows that the average customer will get optimal throughput of 90% to 99% of their purchased bandwidth. This (90% to 99%) is considered the best possible throughput results and can degrade beyond that should there be congestion on the Internet (whether the congestion be with the source ISP, destination ISP or Internet backbone, including access points or peering points). Keeping the network overhead described above in mind, an example of optimal “throughput speed” versus “purchased bandwidth”. Remember that other congestion factors could come in play that reduces this speed but this would be your optimal (best possible) throughput speed.

Finally, Sonic takes great pride in our high-speed network. We also recognize that unexpected traffic on our network may occur especially peak times and seasons, this may cause high traffic and have an impact our Subscribers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that Sonic will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver best possible service to our subscribers.

The actual speed which the Subscriber may experience depends on a number of factors, which may include, but is not limited to, equipment, quality of signal, the applications used, the number of users utilizing the service simultaneously, the capacity and speed available, the systems of Sonic’s suppliers, and the internet in general.

3. REGISTRATION AND DOCUMENTATION

The Subscriber:

- 3.1 agrees that the information supplied on the agreement will be true, accurate and complete and will not register under the name of another individual;
- 3.2 agrees to advise Sonic, in writing, of any change of his address and/or contact details provided, within 7 (seven) days of the aforementioned change occurring, in order for Sonic to update said details thereby ensuring the Subscriber receives the necessary notifications and relevant invoices and account statements. Sonic shall not be liable for any losses sustained by the Subscriber resulting from the disconnection of services due to the Subscriber’s failure to notify Sonic of any change in information.
- 3.3 confirms that he is the registered Owner of the premises and/or has obtained the necessary approval, consent and permission required from the Landlord / Home Owners / Body Corporates in order for Sonic to install the equipment / aerials on the premises. Sonic shall in no circumstances be required to obtain the aforementioned on the Subscriber’s behalf. The Subscriber indemnifies Sonic against any claim, of whatsoever nature, resulting from his failure to adhere hereto and agrees that he shall remain liable to Sonic for all costs incurred by Sonic associated with this transaction.
- 3.4 have obtained all necessary consents to use the domain name in the case of a domain registration, mailbox name or any other name selected by the Subscriber in connection with Internet access.

3.5 agrees to indemnify, defend and hold harmless Sonic, its affiliates, their officers, Members, employees, agents, licensors and suppliers, from and against all liabilities, fines, losses, expenses and damages resulting from the supply of any information during the registration process which is not true, accurate and correct or arising from your failure to update such information from time to time to ensure its continued accuracy.

4. SERVICE AVAILABILITY

4.1 Sonic shall:

4.1.1 endeavor to ensure an uninterrupted service and shall notify Subscribers as soon as it is practical possible in the event of a service interruption. Sonic will not be liable for interruptions, or other problems with services that are beyond our reasonable control;

4.1.2 attend to emergency repairs, improvements, changes or upgrade the Service which may be required to keep pace with the latest demands and technological developments, where possible Sonic will advise the Subscriber via SMS notification.

4.2 Should the Subscriber experience any connectivity issues, it is the responsibility of the Subscriber to notify Sonic and log a support ticket. Sonic will endeavor to respond as soon and as promptly as reasonably possible. Where possible assistance will be provided telephonically, should it deem necessary a technician will be sent to the Subscriber's premises to investigate the matter.

4.3 Sonic shall not be liable for any inability to access the Internet or make use of the Services where such inability is caused by Force Majeure (Acts of God) or third party failures and shall not be responsible for any loss, of whatsoever nature, including but not limited to loss of business information, loss of web page, loss of data, harm resultant from any computer upgrades, destruction of any software, data or information, emails / messages not delivered or delayed or misdirected because of interruptions or performance issues with the Service or communications services or communications networks.

5. INSTALLATION

5.2 Prior to the installation, upon receipt of the completed application form and relevant documentation, Sonic reserves the right to request payment for all equipment associated with the initial installation as well as the appropriate rates for the internet service and additional services selected on the agreement, the payment of which cost is due and payable prior to the said installation.

5.3 Upon receipt of payment for the equipment and said services, the estimated installation date will be communicated to the Subscriber. Installations are weather permitting and may be delayed due to inclement weather conditions. Sonic will not be liable for any delay and damages suffered by the Subscriber because of such a delay in the installation of said Internet Access Service or for any damages suffered by Subscriber because of such delay.

5.4 **Sonic requires the Subscriber or his representative to be present at the premises for the duration of the installation of equipment. Should the Subscriber not be present on date of installation, he confirms that the party allowing Sonic access to the premises shall be deemed to be the Subscribers duly authorized representative and Sonic shall attend to the installation as instructed by the said representative. The Subscriber/representative shall be required to communicate the position of the antenna and indoor devices to Sonic's installation team.**

5.4.1 On completion of the installation the Subscriber or his representative shall be required to sign Sonic's job card confirming that the position of the antenna and indoor devices where installed according to his/her instruction. Should the Subscriber require the repositioning of the antenna and/or indoor devices after the installation team has left the premises, a call-out and re-installation fee will be levied which shall be for the Subscriber's cost and expense at a time and date confirmed by Sonic.

5.5 All equipment is fitted in order to ensure direct line of sight to illuminate future technical issues and should therefore not be moved by the Subscriber or any third party. This will result in warranty to be void and call out fee's and labour to be invoiced.

5.6 Where Sonic has recommended additional / alternate equipment for use with the Services and the Subscriber choose not to adhere, Sonic cannot guarantee the coverage and / or compatibility of the equipment the Subscriber choose, nor is Sonic able to provide installation or ongoing support in respect of the said equipment. Sonic supports a certain range routers, as this equipment is fully compatible with our systems and Sonic will be able to provide telephonic support. If the Subscriber opts to utilize other devices for indoor WiFi coverage or use and external company other than Sonic, Sonic cannot be held responsible for equipment working properly.

5.7 A call-out fee shall be levied for any services required after date of installation.

5.8 The Subscriber and technical team will determine if Subscriber's computer(s) are configured appropriately for the Wireless Internet Access Service connection. If not, the Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Sonic at an additional fee, for which a quotation will be issued and if accepted arrangements will be made for installation by Sonic at a time and date confirmed with booking department.

5.9 If on the date of installation, a site-survey shows that the Service cannot be installed or connected at the Subscriber's premises, or if a non-standard installation is required, Sonic, will at its sole discretion, may cancel or postpone any installation date furnished or terminate these agreements. Sonic shall under no circumstances be liable to the Subscriber for any failure to provide the Services in these circumstances. Sonic will refund any payments already made towards installation of the services. Sonic will not be held responsible for any bank charges associated with the refund.

5.10 Where Sonic reasonably determines the requirements for an installation, and it exceeds reasonable expectations for any installation, a fee will be quoted. Sonic will not be bound to provide the installation at the installation fee previously quoted or agreed and Sonic agrees to discuss and use respective reasonable endeavors to agree a new Installation fee.

6. SUBSCRIBER'S ACCOUNT, PASSWORD AND SECURITY

- 6.1 Subscribers will receive a user name, password, and account designation upon registration, the Subscriber must keep his/her password confidential so that no one else may access the service through the said account, be it devices etc. and will notify Sonic of any known or suspected unauthorized use of your account.
- 6.2 The Subscriber agrees that Sonic will not be held liable for any charges on the Subscriber's account regardless of whether the Subscriber or third party, with or without the Subscriber's permission, utilizes the Subscriber's account. Any party utilizing the Services, they will be considered to be within the Subscriber's control and the Subscriber will be liable for the said charges. Should the Subscriber note any unauthorized / fraudulent use, the Subscriber must notify Sonic immediately.
- 6.3 The Subscriber agrees to indemnify, defend and hold Sonic, its affiliates, and their officers, Members, employees, agents, licensors and suppliers, harmless from and against all liabilities, fines, losses, expenses and damages resulting from the sharing and/or supply of any password information.

7. EMAIL ACCOUNT (INCLUDED WITH EACH CONTRACT)

During the existence of the agreement concluded between Sonic and the Subscriber, an email address will be available for the client's use which facility shall be available on the following terms:

- 7.1 E-mail accounts exceeding the storage space allocated to the Subscriber may block new incoming messages. Sonic will, at its sole discretion, clean mailboxes not cleared of old e-mails by the Subscriber. User names, passwords, and e-mail addresses are the property of Sonic and may alter or replace at any time.
- 7.2 400MB will be allocated to each Subscriber for the storage of e-mails, Sonic reserves the right to charge additional fees for extra space to be allocated to the account.
- 7.3 The Subscriber confirms that Sonic may levy a fee should the Subscriber require Sonic to dispatch a technician to the Subscriber's location to resolve any computer and/or network-related problems. No services will be provided without payment of the associated fee.
- 7.4 Should the client cancel the Agreement but continue to use the email facility, Sonic may levy a fee of R 70.00 (Seventy Rand) per month fee for the use of the said mailbox. Sonic may however at its own discretion withdraw/cancel the email address should the Subscriber opt to utilise the services of an alternative Internet Service Provider.

8. COMMUNICATION WITH SONIC STAFF

- 8.1 Any abusive behavior including but not limited to threats, offensive language, aggressive conduct directed at Sonic or its staff will not be tolerated. Should such conduct occur, Sonic reserves the right to suspend or terminate all services to the Subscriber with immediate effect.
- 8.2 In order to improve our service to you, Sonic may monitor and record telephonic conversations.

9. SECURITY AND PRIVACY

- 9.1 The Subscriber agrees to refrain from exploiting and/or compromising the security of the Sonic network and / or any of the Sonic services for commercial gain under any circumstances. The Subscriber is entirely responsible for all activities that occur on his/her account and shall be held strictly liable for all charges debited against the account whether these charges are incurred by the Subscriber or third party, authorized or unauthorized, intentionally or unintentionally, or because of any virus, hack or security breach, or use the services in a way that risks degradation of service levels to other customers
- 9.2.1 The Subscriber may not use or allow any third party to use the services:
- 9.2.2 for communications or purposes that are libelous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party, or the use of any Internet Protocol (IP) address that we have not assigned to the Subscriber.
- 9.2.3 Should the Subscriber engage in any illegal or unlawful activity. This includes (but is not limited to) gathering or email addresses or names for political, commercial, charitable or any other use as well as gathering personal information of third parties without their consent. In addition, the Subscriber may not violate or allow the violation the privacy of any person or attempt to gain unauthorized access to the Sonic network or any other network by hacking, phishing, password mining or any other action that compromises the privacy of any person or network.
- 9.3 If the Subscriber or any third party using the Service is found to engage in any of the above actions, Sonic reserves the right, without prejudice to any other rights to without notice and immediate effect, suspend or terminate any Subscriber service and/or agreement without refunding any paid service as any such action is deemed a breach of contract. Furthermore, Sonic reserves the right to invoice the Subscriber with any costs incurred inclusive of bandwidth, administrative fees, possible downtime caused and any other costs incurred to rectify the breach of security. Although the Subscriber's personal information is protected by a confidentiality clause, Subscribers information may be made available to any person or entity affected by these actions.

- 9.4 The Subscriber agrees to indemnify and hold Sonic, its affiliates, strategic partners and third party service providers and their respective Members, officers, employees and agents harmless from any claim or demand, made by any third party due to or arising out of content the Subscriber communicate using the Services or any Sonic service.
- 9.5 The Subscriber acknowledges that Sonic may change the Subscriber's Internet Protocol (IP) address from time to time without giving prior notice.
- 9.6 Sonic reserves the right to intercept and monitor all usage and flow of communication through the service provided and take any other action required to ensure that the security and reliability of its network is not compromised.
- 9.7 The Subscriber is solely responsible for the protection of data on any personal computing devices (Computers, Laptops, Tablets, Smartphones etc.) when using the Sonic service. Devices should be adequately protected with the required anti-virus, spyware, firewall and encryption where required. Sonic cannot be held responsible for any breach of security that occurs on the Subscriber's devices.
- 9.10 Sonic does not retain a record of passwords to access WiFi routers. It is the responsibility of the Subscriber to ensure that access to equipment is secured, keeping passwords private. Subscribers are warned against replying or opening unsolicited mail or "spam".
- 9.11 Where the Subscriber has allowed a minor access to Sonic's services or access its websites, the Subscriber accepts responsibility for the online conduct of such minor, controlling the minor's access to and use of any services or websites, and the consequences of any misuse by the minor, including but not limited to transactions entered by the minor using such access.
- 9.12 The Subscriber is entirely responsible for all activities that occur under his/her account and shall be held liable for all charges incurred thereunder.

10. LATE PAYMENTS AND FAILURE TO PAY ON TIME

- 10.1 All Services charged are due and payable monthly in advance. Sonic shall have the right, without notification or liability, to temporarily disconnect the said service in the event of non-payment. Any discounts granted to the Subscriber by Sonic may also be revoked during the overdue period.
- 10.2 If the service is disconnected the Subscriber will be required to pay a reconnection fee of R100.00 (One Hundred Rand) inclusive of 14% VAT, in addition to all past due charges and any other fees such as accrued interest before the service is re-activated.
- 10.3 In the event of a disconnection of Subscriber's Service hereunder, the Subscriber will remain liable for all service fees and other fees due through the end of the term selected in the agreement application. A late payment fee of 2.5% per month may be added on accounts not paid within thirty (30) days of billing (30% annum). Returned Check Charge – R 100.00 (One Hundred Rand) processing fee will be levied on all returned checks.
- 10.4 If any amount has not been paid by the due date Sonic reserves the right to deduct any unpaid amount from the Subscriber's bank account with the next debit order run.
- 10.5 Sonic reserves the right to transfer any outstanding debt to a third party in which case the Subscriber's personal information will also be transferred to that third party for it to use in connection with the recovery of any outstanding accounts. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of Sonic or to our instructions.
- 10.5 Sonic will not be held liable for any loss or damage, of whatsoever nature, including but not limited to loss of business, loss of phone service, or any style of Internet services resulting from any suspension of services.

11. SUBSCRIPTION OPTIONS

- 11.1 As consideration for the subscription the subscriber agrees to pay Sonic the applicable subscription fees set forth on the Subscription agreement and other services as requested upon receipt of your invoice. These payments are due immediately in advance and are non-refundable.
- 11.2 Should the Subscriber require an upgrade on the contract chosen during the term of the agreement, Sonic will allow such upgrade mid-contract provided none of the terms of this agreement has been breached by the Subscriber.
- 11.3 By using the Service the Subscriber agrees not to circumvent the user authentication process and service speed limiters or attempt to access the Sonic's network. Should the Subscriber fail to comply with the full terms and conditions of this agreement and/or breach any of the provisions specified, the Subscriber agrees to pay Sonic, on demand all costs, loss or damages incurred or suffered by the service provider because of the breach.

12. RELOCATION OF EQUIPMENT

- 12.1 Should the Subscriber move to other premises inside the Sonic coverage area, the Subscriber must notify Sonic 14 (Fourteen) days in advance for additional information concerning the procedures for re-installing the antenna the Subscriber's new location, at a time agreed between the Subscriber and Sonic
- 12.2 Should the Subscriber, who has entered into a 24-month subsidized agreement, move to an area outside the Sonic coverage area, Sonic will grant the Subscriber an option to terminate the agreement by settling the antenna cost by paying the difference in price between Pre-paid fee and the Fixed contract subsidized fee in respect of the equipment (which fees are set out in the Contract) or allow Sonic to remove the CPE

device from the installation point. Should the subscriber opt for the latter, he/she acknowledges that Sonic shall be entitled to remove and sell the CPE device in order to defray costs;

12.3 The Subscriber acknowledges that there will be costs involved for the removal and re-installation of the CPE and associated hardware at the Subscribers new premises. A call-out, hourly rates plus materials will be charged.

12.5 The Subscriber may not relocate the antenna as this may affect the Subscriber's ability to receive service and void any warranty issued, call out fees will be levied for any work to be done in such incident.

13. TERMINATION & EXPIRATION OF CONTRACT

13.1 Termination of Agreement by Subscriber

13.1.1 The Subscriber must furnish Sonic with one months' notice, in writing, of his intention to cancel the said agreement. All notices must be forwarded to Sonic via email to billing@sonicmail.co.za or billing2@sonicmail.co.za

13.1.2 The Subscriber shall however remain liable for all outstanding sums and/or any further sums payable to Sonic in respect of the Subscription Agreement.

13.2 Termination of Agreement by Sonic

13.2.1 Sonic may terminate the agreement with immediate effect should the Subscriber violate any of the terms of this Agreement.

13.2.2 All outstanding accounts will be payable immediately.

13.2.2 If Sonic terminates the service for any reason other than the Subscriber's violation of this Agreement, fees and charges will accrue through the date of termination but all prepaid fees and charges that have been paid in advance for any full month of canceled services will be refunded.

14. TRANSFER FROM OUR NETWORK

14.1 Sonic will not accept any domain transfer tickets or VOIP tickets to another provider if there are any outstanding balances on the Subscriber's account and if the required notice is not given.

14.2 The Subscriber remains responsible for any outstanding amounts up to the time when Sonic transfer those Services to another supplier, the Subscriber will immediately pay Sonic the amount on receipt of invoice.

14.3 The provision of services ceases when Sonic transfers those Services to another supplier, provided you have fulfilled your contractual obligations and in respect to the cancellation notice period for your respective Service.

15. BREACH OF CONTRACT

15.1 The following acts will constitute breach of contract by the Subscriber:

15.1.1 Using the internet service for any illegal activities;

15.1.2 Bypassing any authentication methods and/or speed or data limitation methods used by the service provider;

15.1.3 Accessing or attempting to access any part of the service provider's network infrastructure;

15.1.4 Failing to make payment for provision of services within the stipulated time frame;

15.1.5 Abusive behavior including but not limited to threats, offensive language, aggressive conduct or any type of intimidation on a public forum directed at Sonic or its staff.

15.2 Where the Subscriber is in breach of contract, Sonic, to the extent allowed by law, reserves the right to cancel any subscription agreement with the Subscriber by giving 24 (twenty-four) hours' notice of cancellation of services. In addition to terminating an account, Sonic can take any action deemed necessary to collect any monies outstanding from the subscriber in lieu of his subscription agreement and may collect all equipment deemed part of the subscription agreement from the premises of the subscriber.

15.3 Failure by the Subscriber to allow Sonic access to remove the antenna from the subscription address may result in legal action to remedy the situation, the cost of which legal action will be borne by the Subscriber.

16. REFUNDS & HANDLING FEES

16.1 Cancellation of installation

16.1.1 Where a Subscriber cancels the request for installation (when installation is booked, but not taken place) Sonic will refund the Subscriber for the equipment and subscription paid less a 15% (fifteen percent) administration fee.

16.1.2 Should the Subscriber cancel the agreement at any time after the installation has been completed, no refund will be made to the Subscriber for the installation undertaken. Where such installation was part of a subsidized agreement, the service provider may retain possession of the antenna unless the Subscriber pays the balance of the actual value of the antenna as set out in the Contract.

16.2 Cancellation of installation by Sonic

16.2.1 The Subscriber further agrees that Sonic shall not be required to connect the equipment at the Subscriber's premises and may at its sole discretion cancel the agreement with immediate effect if:

- 16.2.1.1 the premises are outside of Sonic's coverage area or in a part of our service area where no signal is available or we are unable to activate the services at your premises for any reason;
 - 16.2.1.2 the Subscriber do not qualify under Sonic's current credit policy;
 - 16.2.1.3 the Subscriber has previously misused Sonic's services;
 - 16.2.1.4 the Subscriber's computer or network interface card does not meet our minimum specifications for Internet access and the Subscriber fails to purchase and install the parts/components required to ensure compliance with the aforementioned minimum specifications for Internet access;
 - 16.2.1.5 the Subscriber's computer, laptop or the operating software does not work correctly or normally for Internet access;
- 16.2.2 in the instance set out in set out in clause 16.2.1.1 Sonic will deem the Subscription agreement to be null and void and will refund the Subscriber the full amount received without penalty. No refund will however be made in respect of bank charges billed to the Subscriber.

17. BANK CHARGES

- 17.1 Payments received by way of a cash deposit to the bank will attract bank charges. Should the Subscriber request cancellation and refund of said deposit, Sonic will refund the client the net amount deposited less bank charges relating to the transaction in addition to the 15% administration fee.

18. BILLING ERRORS

- 18.1 the Subscriber agrees that in the event of a billing error, Sonic may invoice the Subscriber for the remaining sum which had not been billed in terms of the Subscription agreement or any other invoice issued by Sonic. Sonic does not waive its rights for collection of any sum which has become in arrears as a result of an error or omission. The Subscriber undertakes to make payment of any such arrear amount that resulted from the incorrect billing by Sonic.
- 18.2 The Subscriber indemnifies and holds Sonic harmless for any loss suffered because of incorrect amounts being debited in respect of changes and upgrades made to the account. Subject to applicable law, the Subscriber must notify Sonic of any billing errors or other requests for credit within 60 days of the related billing. Sonic will not be responsible for disputes in billing not brought within this time.

19. EXCESSIVE USE POLICY

An extremely small percentage of Subscribers use their Sonic service / connection excessively, or at such extreme high volumes, that they use more than their share of the overall Sonic connection. While this high-volume use among users is rare, Sonic reserves the right to throttle the network speed of any offending Subscriber down to a lower sustained rate. Sonic would like to stress that this is an extremely rare occurrence and that it only affects those Subscribers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out their connection. Sonic expects that almost all its Subscribers will remain unaffected by this as they maintain their normal internet usage.

20. CARE PLAN

- 20.1 Electronic equipment installed outside premises is open to all the natural elements which could lead to damage. Sonic therefore offers the Subscriber the option of adding a antenna care plan at R 39.90 (Thirty Nine Rand Ninety Cents) per month for a standard Antenna and R 49.90 (Forty Nine Rand Ninety Cents) per month for all other antennas. The care plan is **NOT** an insurance cover. It is a collective fund that covers certain events and damage to equipment to lighten the financial burden on a Subscriber that has suffered such damage.
- 20.2 The care plan will cover the cost associated with the CPE (antenna) device, the cable that leads to it and the power supply that powers the CPE and Routers, the call out fee and any other equipment is **NOT** covered by the care plan.

20.3 The antenna care plan covers:

- 20.3.1 Any water/rain/storm damage;
- 20.3.2 Electrical Surges;
- 20.3.3 Lightning strikes;
- 20.3.4 Any latent defects not covered by a supplier warranty.

20.4 The antenna care plan does NOT cover:

- 20.4.1 Any malicious damage by any person;
- 20.4.2 Theft;
- 20.4.3 If any maintenance or tampering by a third party;
- 20.4.4 Rust;
- 20.4.5 Call out fee and Labour to install the new antenna, Normal Call-out fee will apply

- 20.5 In the event of a claim under the care plan, a technician will assess the situation and refer the matter to management for consideration. If deemed in order the antenna will be replaced and the full cost of the antenna will be discounted. If it is found that the antenna is damaged by above mentioned not covered under the antenna care plan, the client will be advised and invoiced accordingly;
- 20.6 Should the Subscriber choose not to pay for the Care Plan option it shall be the responsibility of the Subscriber to insure the CPE (Antenna) and other related hardware with the Subscriber's insurance provider and to ensure that the premiums in respect of the insurance policy are paid timeously and in full.

- 20.6.1 Sonic will assist with the assessing of the CPE and the writing of the insurance report and communication between the Subscriber and the Insurance provider at an additional fee of R 500.00 (Five Hundred Rand) This fee will be deducted from the cost of the new antenna provided That the antenna is purchased from Sonic.
- 20.7 the care plan **does not** include the cost of call out fees, the Subscriber therefore remains liable for such fee. The rate at which call-outs are subject to change and it is therefore the Subscriber's responsibility to ensure that he/she has familiarized him/herself with such costs.
- 20.8 Subscribers will be limited to one antenna replacement per annum calculated from installation date. Any subsequent replacements within the specified year will be charged at full replacement cost or the Subscriber will be given the option to sign a new 24-month agreement at the standard installation fee.

21. CALL OUTS / SERVICE CALLS

- 21.1 If Sonic is called to a Subscriber's site / premises and it is determined that the problem is other than the Wireless Internet Access Service and/or the Wireless Internet Access interface, a call-out fee and a minimum service fee will be charged for the first hour and in half hour, increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges will apply.

22. GENERAL

- 22.1 The contract shall be governed and interpreted according to the laws of the Republic of South Africa and in accordance of the Customer Protection Act.
- 22.2 The parties hereby consent to the jurisdiction of the Magistrate's Court of the district of Hermanus.
- 22.3 The Subscriber accepts as it *domicilium citandi et executandi* (service address) for all purposes hereunder the address as Subscription Agreement.
- 22.4 In the event of Sonic instructing attorneys to recover money or the goods from the Subscriber, the Subscriber shall be liable for all legal costs ("on an attorney and Client basis") incurred by the Supplier and including collection commissions.
- 22.5 All Subscriber information required for providing the service including personal information such as address, telephone numbers and banking details will be kept in the strictest confidence by Sonic and will not be distributed or sold to third parties, unless otherwise stated in this agreement.
- 22.6 All the provisions of this agreement shall be severable and no provision shall be affected by the invalidity of any other provision. In the event that any one or more of the provisions contained herein shall, for any reasons, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

23. AMENDMENTS TO TERMS AND CONDITIONS

- 23.1 These Terms and Conditions and the Acceptable Usage Policy are subject to change at any time without notice.