



## **Standard Terms & Conditions**

### **1. Date & Duration**

1.1 The duration period of each of the Service/s shall be 12 (twelve) months (Initial Period)

1.2 Either party hereto shall be entitled to terminate this Agreement by way of 60 (sixty) days prior written notice of termination to be affective at the end of the Initial Period. Failing such notice of termination, the duration of the service shall thereafter automatically continues on a month- to-month basis, and is then terminated with one calendar month's written notice.

1.3 Termination of this Agreement must be received in writing before the 7<sup>th</sup> day of a month, for the following month to be accepted as your cancellation month.

1.4 If this Agreement with you for the services and/or products is terminated for whatsoever reason before the end of the Initial Period, you agree to pay Virtual Comms an Early Termination Fee, which is the monthly subscription for the rest of the Initial Period.

1.5 This Agreement may be terminated within the Initial Period if Virtual Comms is unable to provide you with a service because of lack of coverage in the area or if the party who entered into this Agreement relocates out of Virtual Comms' coverage area. Documentation/s must be provide to Virtual Comms as prove of relocation for agreement to be terminated with a calendar month's written notices.

### **2. Charges & Payment**

2.1 Customer is responsible for and agrees to pay Virtual Comms all fees for the service/s specified in the service specification form attached hereto, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.

2.2 You will pay the Service Fee to Virtual Comms monthly in advance by way of debit order, or such other manner as agreed by Virtual Comms, on the last working day of each and every calendar month.

2.3 You will pay Virtual Comms for any Out of Bundle Usage, monthly in arrears by way of debit order, or such other manner as agreed by Virtual Comms.

2.4 Virtual Comms will debit your account on the first debit order run after you signed up. Should you sign up after the debit order run date; Virtual Comms will only debit your account on the following debit order run.

2.5 When a client purchases the equipment, it stays the property of Virtual Comms until fully paid off.

2.6 Failure to make timely payments may also result in Virtual Comms reporting your account as slow paying to the credit bureaus. This notice is in terms of section 72 of the National Credit Act 34 of 2005, which should be read together with the regulations.

### **3. Disclaimers**

3.1 Virtual Comms enforce a specific Acceptable Use Policy (AUP) which is updated from time to time and located at:

[www.virtualcomms.co.za/docs/AcceptableUsePolicy.pdf](http://www.virtualcomms.co.za/docs/AcceptableUsePolicy.pdf)

Failure to abide with the Acceptable Use Policy (AUP) may result in your Service being suspended or terminated.

3.2 The services we offer at Virtual Comms are best effort services. We will endeavor to at all times provide our customers with the best possible service within our capabilities.

3.3 Except as otherwise expressly provided herein to the contrary, Virtual Comms shall not be liable to customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising or for any costs, claims or demands of any nature.

3.4 We may use or rely on upstream providers to provide the Service/s or certain portions thereof. We accordingly provide the Service/s subject to the limitations and terms imposed on us by such upstream providers, which includes the actual availability of the upstream provider's network.

3.5 We will not be liable for any interruptions in services because of upstream service providers or infrastructure maintenance.

### **4. Breach**

Virtual Comms shall be entitled to suspend the provision of the services where customer breaches any provision of this Agreement or where any payment to Virtual Comms is overdue.

### **5. Governing Law and Jurisdiction**

This agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

### **6. Capped and Uncapped Products**

#### **6.1 Uncapped Packages**

Virtual Comms provide both shaped and unshaped uncap packages. A Fair Usage Policy (FUP) applies on all our shaped uncapped packages and can be located at: [www.virtualcomms.co.za/docs/FairUsagePolicy.pdf](http://www.virtualcomms.co.za/docs/FairUsagePolicy.pdf)

#### **6.2 Measure to control out of bundle usage where a base cap applies**

We have measures available to limit your access to the Service/s when you reach or exceed your Base Cap, which are implemented subject to the provisions of clause 6.3

### **6.3 Disclaimer**

6.3.1 We do not guarantee the efficiency of any measures available to limit your usage, including without limitation any safety lock.

6.3.2 We accordingly do not accept responsibility if you exceed your Base Cap, and we will charge you for Out of Bundle Usage at our prevailing rates.

6.3.3 You are therefore responsible for monitoring and controlling your use of the Service/s.

### **6.4 Exceeding your Base Cap**

If you exceed your Base Cap, we reserve the right to recover from you the cost of the amount of data by which you have exceeded your Base Cap.

## **7. General**

7.1 Virtual Comms reserves the right to amend these terms and conditions from time to time. By using our services you accept these terms and conditions. It's your responsibility to review these terms and conditions regularly.

7.2. Virtual Comms reserves the right to amend prices from time to time however we will endeavor to inform you timeously of any changes should the need arise.

7.3 All labour quoted is an estimate of the labour. The final labour bill will be presented at completion of the work and will be signed off by management.

7.4 Should the client require on-site service a separate Service Level Agreement will be entered into. Alternatively, the client will be billed for time, travel and accommodation (if applicable) for on-site service.

7.5 Services rendered outside normal business hours will be subject to quotation and extra costs may apply.

7.6 All new hardware will be covered by the suppliers 1 year warranty and any faulty stock will be swapped out in the suppliers warranty period.

7.7 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth in it.