



Standard Terms & Conditions

1. Date & Duration

1.1 This Agreement will start on the Activation Date and, subject to the terms and conditions of this Agreement shall continue for the Initial Contract Period selected.

1.2 Either party hereto shall be entitled to terminate this Agreement by way of 40 (forty) to 60 (sixty) days prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the service shall thereafter automatically continue on a month- to-month basis and is then terminated with one calendar month's written notice. Month to Month contract periods will commence when services are activated and automatically continue month-to-month until terminated with a calendar month's written notice.

1.3 Termination of this Agreement must be received in writing before the 7th 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 a premature cancellation fee. A reasonable premature cancellation fee for the purposes of this clause shall mean 75% of your monthly subscription for the remainder of the Initial Period as well as the Installation value of equipment provided by Virtual Comms, specified on the service agreement. If a month-to-month Agreement is terminated within 6 (six) months after activation date, you will be held liable for the Installation value of equipment provided by Virtual Comms, specified on the service agreement.

1.5 If a temporarily Agreement is entered into for a Wireless Internet Service provided by Virtual Comms, while the client signed up for a Fibre Connection through Virtual Comms and waiting on the Fibre connection to be activated and/ or go live, the client will be held liable for Installation, Equipment and Activation Fee should the client sign up with a different Fibre ISP during this time period.

1.6 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 provided 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 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 does not purchase the equipment and the equipment is supplied by Virtual Comms, it remains the property of Virtual Comms for the remainder of the contract duration and removed upon termination of services and/or products.

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

2.7 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.

2.8 The customer shall not be entitled to withhold any payment or set off or reduce any payment arising from the contract terms and conditions by reason of any claim which the customer may have against Virtual Comms arising from the service. Failure to make payment as per this agreement and resulting in an overdue account balance, will also result in the customer/account being handed over to collectors by Virtual Comms.

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

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. Privacy

Prior to making use of our services/products, you are required to provide Virtual Comms with personal information which may include without limitation, your name, email address, physical address, and age. The customer must ensure that all the details provided are true and correct. Virtual Comms shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. Virtual Comms assures its customers that it respects their privacy and is committed to safeguarding their privacy online. Virtual Comms shall take all reasonable steps to protect the personal information of users and shall comply with the Protection of Personal Information Act ("POPI") in this regard. Virtual Comms' comprehensive privacy policy can be accessed at <https://virtualcomms.co.za/wp-content/uploads/2019/06/TermsAndConditions.pdf>, and forms part of these Terms.

6. 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.

7. Capped and Uncapped Products

7.1 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

7.2 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 7.3

7.3 Disclaimer

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

7.3.2 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.

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

7.4 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.

8. General

8.1 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 is your responsibility to review these terms and conditions regularly.

8.2. 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.

8.3 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.

8.4 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.

8.5 Services rendered outside normal business hours will be subject to quotation and

extra costs may apply.

8.6 All new hardware will be covered by the supplier's 1 year warranty and any faulty stock will be swapped out in the supplier's warranty period.

8.7 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.