

## Wireless Internet Application Form

### Service applied for Business or Individual/Residential:

Business: ☐ OR Individual/Residential ☐

### Type of Service applied for:

New WiFi installation: ☐ OR Take-over: ☐

Current Service Provider (if take-over): \_\_\_\_\_

### Additional services for Business:

VoIP Services: ☐ (additional application applies – assistance will be provided)

Cloud Back-up services: ☐

### Where did you hear about us:

Facebook ☐ Google search ☐

Referral ☐ Referred by: \_\_\_\_\_

Reseller ☐ Name: \_\_\_\_\_

Other: ☐ \_\_\_\_\_

### For Business:

Client Particulars (Business)	
<b>Business/Organisation:</b> (Please attached copy of Registration Documents and Proof of Bank Account)	
Organisation name:	
Registration number:	
VAT number:	
Postal Address:	
Registered Physical Address:	

Installation Site Details (Business)	
Physical Address:	

Contact Details of Person on Site (Business)	
Name and Surname:	
Email address:	
Phone number:	
Mobile number	

Initial: \_\_\_\_\_

**Contact Details of person responsible for payments (Business):**

Name and Surname:

Email address:

Phone number:

Mobile number:

**WiFi Package for Business:**
**For Individuals/Residential:**
**Client Particulars (Individual/Residential)**

Full name and surname:

ID number (attach copy of ID)

**Contact Details**

Email address:

Mobile number:

Alternative number:

Physical address:

**WiFi Package for Individual/Residential:**
**For Business and Individuals/Residential:**
**Please supply the following for installation purposes:**
**Selected WiFi name**

(e.g. Retief\_Residence):

**WiFi Password**

(Min. 8 characters):

**Do you want to sign a debit order for the monthly subscription?**
☐ Yes **refer to clause 6.3 of the General Terms and Conditions.**
☐ No

**OFFICE USE:**
☐ Datatill

☐ Netcash

☐ Respond.io

☐ WinSMS

Accounting code:

Data Account:

Initial:\_\_\_\_\_

## Debit order Mandate

### A. Authority/Mandate: Paper/Electronic:

Given by (name of Accountholder): \_\_\_\_\_

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

#### Bank Account Detail

Bank Name: \_\_\_\_\_

Branch Name and Town: \_\_\_\_\_

Branch Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Account: (Circle chosen account type)

[Current (Cheque)] / [Savings] / [Transmission]

Date: (Circle chosen date)

[25th] / [26th] / [27th] / [28th] / [29th] / [30th] / [31st] / [1st]

Contact Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Abbreviated Name as Registered with the Bank: **KALAHARI 247**

This signed Authority and Mandate refers to our contract dated ("the Agreement").

I/We hereby authorize you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows: monthly.

In the event that the payment day falls on a Sunday, or recognized South African public holiday, the payment day will automatically be the preceding ordinary business day.

Payment Instructions due in December will be debited against my account as selected above.

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction.

**Please note that a R25.00 penalty fee will be charged for debit orders which are returned as 'unpaid'.**

### B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

### C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/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 you.

Initial: \_\_\_\_\_

**Debit order Mandate (continue)**

**D. Assignment**

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed ..... on this ..... day of.....

.....  
SIGNATURE AS USED FOR OPERATING ON THE ACCOUNT

**FOR OFFICE USE**

.....  
ASSISTED BY

.....  
CAPACITY

**E. AGREEMENT REFERENCE NUMBER:**

THE AGREEMENT REFERENCE NUMBER IS .....

Initial:\_\_\_\_\_



## General Terms and Conditions:

### 1. COMMENCEMENT, DURATION, RENEWAL

- 1.1 This agreement will commence on the acceptance date and will endure up until it is cancelled with prior written notice as provided for in clause 7.

### 2. APPLICATION

- 2.1 All applications are subject to approval by discretion of Kalahari 24/7, including Customers with a previous account with Kalahari 24/7.
- 2.2 Completed and signed applications, accompanied by a copy of the identity document (and CIPC registration documents for businesses), must be submitted to our office before any agreements, installations, or related services can proceed.

### 3. INSTALLATIONS AND PROVISION OF SERVICES

- 3.1 Installation of Services, Managed Service Equipment, Subscriber Equipment, and use of unauthorized devices
- 3.1.1 An after-hours maintenance amount may be charged if a customer requests that an installation be attended to after office hours.
- 3.1.2 LAN cabling pricing is deemed to be budgetary unless a physical site survey has taken place to confirm cable routes.
- 3.1.3 If Kalahari 24/7 is requested to install a Service requiring conduit-pipes but the building where such an installation is requested does not have the necessary conduit-pipes, Kalahari 24/7 may, at its discretion:
- 3.1.3.1 refuse to provide the Service in that building or any part thereof until such conduit-pipes or other facilities have been so installed; or
- 3.1.3.2 quote an installation cost in respect of the required conduit pipes, and upon acceptance by the Customer, do such an installation at the Customer's premises.
- 3.1.4 Only Subscriber Equipment that has been type approved by ICASA may be used in conjunction with the Kalahari 24/7 Service. Type approved equipment obtained from authorized dealers will have an ICASA type approved label affixed to the equipment and/or packaging.
- 3.2 Use of the Services, Managed Service Equipment, and related equipment
- 3.2.1 To enable Kalahari 24/7 to render its services effectively and to safeguard the integrity of the Kalahari 24/7 Network, the Customer must always ensure that:
- 3.2.1.1 there is compliance with all instructions given to the Customer concerning the use of service;
- 3.2.1.2 provide Kalahari 24/7 with all the necessary information relating to the Customer's use of the Services that may be reasonably required from time to time; and
- 3.2.1.3 allow Kalahari 24/7 free access to the Customer's premises during reasonable hours to install, inspect, maintain, or remove the Circuit, Managed Service Equipment or Subscriber Equipment.
- 3.3 Equipment or Subscriber Equipment obtained from Kalahari 24/7
- 3.3.1 The Customer recognizes that the Internet and data networks consist of multiple participating networks that are separately owned and not subject to Kalahari 24/7's control, and thus;
- 3.3.1.1 Kalahari 24/7 does not warrant that the Kalahari 24/7 services will be operational on a 24 (twenty-four) hour 365 (three hundred and sixty-five) days per year basis.
- 3.3.1.2 Furthermore, Kalahari 24/7 expressly advises, and the Customer acknowledges and accepts that the Subscriber Equipment is not manufactured by Kalahari 24/7, but by third parties, and thus, in most instances Kalahari 24/7 would not be able to open, test or operate

- certain Subscriber Equipment to determine whether it is fit for purpose and/or are intact before they are handed to the Customer.
- 3.3.2 Kalahari 24/7 expressly stipulates, and the Customer acknowledges that Kalahari 24/7 cannot warrant or guarantee that the Services and/or the Subscriber Equipment will:
- 3.3.2.1 be free of errors or interruptions;
- 3.3.2.2 be available at all times;
- 3.3.2.3 be fit for any purpose;
- 3.3.2.4 not infringe on any third-party rights;
- 3.3.2.5 be secure and reliable,
- 3.3.3 except where the Services, the Circuit and/or Subscriber Equipment are found to be defective and the defect is solely caused by Kalahari 24/7 under sections 54, 55 and 56 of the CPA, where applicable.
- 3.3.4 The Customer expressly agrees that it will not be allowed to:
- 3.3.4.1 Withhold any amounts due and owing to Kalahari 24/7; or
- 3.3.4.2 Deduct any monies, or
- 3.3.4.3 Allege a breach of contract on the part of Kalahari 24/7 for any unavailability of the Services, the Circuit, or the Managed Service Equipment, except and to the degree that Kalahari 24/7 is solely responsible for any such unavailability, or failure.
- 3.3.5 Kalahari 24/7 will use its best endeavors where Kalahari 24/7 can do so to notify the Customer of any failure of, or interruption to the Services and/or Circuit and where applicable any required maintenance and repairs which may result from such failure, interruption, or unavailability.
- 3.3.6 Where the Circuit, Managed Service Equipment or where relevant the Subscriber Equipment are defective, or faulty, the Consumer's rights will be limited to those set out under clause 7.
- 3.4 Maintenance of the Services and Managed Service Equipment
- 3.4.1 During the subsistence of the Contract the Service, any Circuit or Managed Service Equipment used by the Customer will be deemed to be in good working order until Kalahari 24/7 is advised otherwise.
- 3.4.2 Unless clauses 3.3.5 or 3.3.6 apply, or unless expressly stated to the contrary, the costs in respect of any repair and/or maintenance of the Circuit and the Service will be incurred and covered by Kalahari 24/7.
- 3.4.3 Kalahari 24/7 will attend to faults reported by the Customer during Office hours and will apply its reasonable endeavors to have the affected Circuit and/or the Service restored in the shortest possible time.
- 3.4.4 The customer will be solely responsible for maintaining all Managed Service Equipment and Subscriber Equipment, unless Kalahari 24/7 has expressly agreed to provide such maintenance.
- 3.4.5 If the Customer requests that repair work be carried out immediately and it falls outside of office hours, Kalahari 24/7 may, if it can perform such after-hours work, charge an after-hours maintenance charge on a time-and-material basis as determined by Kalahari 24/7.
- 3.4.6 If it is determined that the fault reported by the Customer was caused by the Customer, Subscriber Equipment, or by any other equipment that Kalahari 24/7 has not agreed to cover, the Customer will be liable for the applicable call-out charges based on Kalahari 24/7 prevailing rates, as well as the cost of any equipment/consumables used. These charges are payable before the last day of the month.

### 4. EQUIPMENT

- 4.1 All equipment, installed by Kalahari 24/7 at a Customers premises, whose purpose it is to support all primary access equipment shall, at installation, and after full payment thereof, become the sole property of the Customer, for the 6- and 12-Month contract term\*, the equipment only becomes the property of the Customer after the full term of the contract has lapsed and the customer has made payments to the total amount due during the term of the agreement.
- 4.2 Any damage to the equipment, including, lightning, corrosion,





equipment failure, malfunction, any other acts of nature or as a result of the theft of equipment, will be repaired or replaced by Kalahari 24/7 at a cost to the Customer.

## 5. GENERAL OBLIGATIONS OF EACH PARTY

- 5.1 In conjunction with its obligations as set out in the rest of these General Terms, Kalahari 24/7 undertakes to:
  - 5.1.1 adhere to the Applicable Law; and
  - 5.1.2 exercise the reasonable skill and care of a competent provider of the Services.
- 5.2 In conjunction with the Customer's specified obligations as set out in the rest of these General Terms, Customer undertakes that it, or where relevant its employees will:
  - 5.2.1 adhere to the Applicable Law; and
  - 5.2.2 deal with Kalahari 24/7 employees and designated contractors in a courteous, respectful, and professional manner; and
  - 5.2.3 raise any issues that it is experiencing with Kalahari 24/7 and provide Kalahari 24/7 with any pertinent information that it may require in resolving the problem.

## 6. CHARGES AND PAYMENTS

- 6.1 Charges
 

In exchange for services supplied by Kalahari 24/7, the Customer agrees to pay Kalahari 24/7 the following charges upon receipt of an invoice:

  - 6.1.1 Joining charge: a fee equal to the monthly subscription amount of package chosen on application form.
  - 6.1.2 Reconnection charge: in the event that a customer's service is suspended due to non-payment of account, Kalahari 24/7 is at liberty to suspend service to the customer, and the reconnection of the service will be levied in addition to any other amounts still due to Kalahari 24/7;
  - 6.1.3 Ad-hoc / time and material charge: will be levied when customer requests miscellaneous services, specifically during a call-out, if a technician cannot attend to the additional request for service immediately a new job card will be created, and the Customer will be charged for the services;
  - 6.1.4 Cancellation fee: if applicable, this fee will be levied to place Kalahari 24/7 back in the same position they would have been in had the Customer fulfilled the agreement;
  - 6.1.5 Interest on overdue amounts: interest shall accrue on any amount due by the Customer to Kalahari 24/7 that has not yet been paid from the date of invoice at the prescribed rate of interest.
  - 6.1.6 Callout charges during office hours: callouts will be free of charge unless it is found that the Customer has been negligent (as per clause 3.4.6) or password changes cannot be done remotely or if after hour callout fees will be charged as per the content of clause 3.4.5 and 3.4.6.
- 6.2 Payments in respect of installation cost:
  - 6.2.1 Month-to-Month Contract Term:
 

Payment of 100% in respect of installation costs must be received prior to installation. Installation will only be booked when Proof of Payment is received. Banking details for the installation will be available on the quotation, which will be sent after approval of the application.
  - 6.2.2 6-Month Contract Term: \*
 

Free installation excluding the Tenda Router is applicable. R133.17 for the Tenda router cost is payable monthly for a period of 6 months, with the first premium payable before installation takes place, together with the monthly cost.

- 6.2.3 12-Month Contract Term: \*
 

Free installation including the Tenda Router is applicable, with the first monthly cost payable before installation.

### 6.3 Payments in General:

- 6.3.1 Kalahari 24/7 will send invoices monthly on the 21<sup>st</sup> day of each month, or the 1<sup>st</sup> business day thereafter and payments are due on the 30<sup>th</sup> of each month.
- 6.3.2 Payment in respect of the service is to be made by electronic transfer or debit order on or before the last day of the same month. Should the Customer have any queries, such queries should reach this office within 5 days from the invoice date, otherwise the invoice will be deemed as accepted as is.
- 6.3.3 If a debit order is returned unpaid for whatever reason or if a customer reverses a debit order, they are accountable for the outstanding amount as well as associated fees. These fees comprise a penalty fee of **R25.00 including VAT**, along with any reverse costs incurred by Kalahari 24/7 due to the customer's reversal.
- 6.3.4 **Debit orders are mandatory for the 6-Month and 12-Month Contract Term Options. \***
- 6.3.5 Extension in payment time can be arranged in writing with Kalahari 24/7's accounts department for any unforeseen circumstances, before the last business day of each month.
- 6.3.6 Please be advised that if any outstanding amounts, either after suspension, cancellation or any invoices not settled after 1 months of invoice date, Kalahari reserves the right to charge monthly interest of 2% on the liable amount for all outstanding fees.
- 6.3.7 In further failure of payment, Kalahari 24/7 will immediately hand the account over to the attorneys for collection proceedings. All Legal fees will be at the cost to the Customer, and Kalahari 24/7 reserves the right not to proceed with any further dealings with the Customer.
- 6.4 Upgrades/Downgrades:
  - 6.4.1 Changes to the Customer's chosen Wi-Fi package can be requested in writing. The Customer can only request 1 change per month or if otherwise agreed with Kalahari 24/7.
  - 6.4.2 Should the Customer wish to upgrade during the month, the Pro-rata amount is payable before the upgrade will proceed equaling the difference between the existing package and the upgrade package.
- 6.5 Price escalation
  - 6.5.1 The Customer expressly agrees to a reasonable price increase in services from time to time and upon receiving reasonable notice.
  - 6.5.2 Increase in price will only be implemented if economic circumstances necessitate an increase in price and any increases will be in line with National Standards.

## 7. CANCELLATION AND SUSPENSION OF SERVICES

- 7.1 Kalahari 24/7 reserves the right to disable access to the Kalahari 24/7 network if failure in payment is not rectified within 3 days from date upon which payment became due.
- 7.2 Payment reminders is not Kalahari 24/7's responsibility and Kalahari 24/7 has the right to suspend services without notification, should the payments not reflect on the last day of each month in the company's FNB bank account, or within 3 days from date upon which payment became due.
- 7.3 The Customer has the option to cancel as per applicable terms and conditions by completing the cancellation form, which is available on request. All outstanding payments due to Kalahari 24/7 should be settled, and the cancellation form should be submitted, failing which the Customer will still be held liable for the monthly subscription fee until written cancellation was received and accepted by Kalahari 24/7.



#### 7.4 Cancellation for the Month-to-Month Contract Term:

- 7.4.1 The Customer has the option to cancel the contract with one month's notice by completing the cancellation form.

#### 7.5 Cancellation for the 6-Month Contract Term: \*

- 7.5.1 The Customer has the option to cancel the contract after the 6-month period, with at least one month's notice, by completing the cancellation form.
- 7.5.2 Should the Customer fail to pay the monthly fee before or on the last day of each month, services will be suspended with immediate effect and the Customer will still be liable for all outstanding fees.

#### 7.6 Cancellation for the 12-Month Contract Term: \*

- 7.6.1 The Customer has the option to cancel the contract after the 12-month period, with at least one month's notice, by completing the cancellation form.
- 7.6.2 Should the Customer fail to pay the monthly fee before or on the last day of each month, services will be suspended with immediate effect and the Customer will still be liable for all outstanding fees.
- 7.6.3 Should the Customer cancel before the end of the 12-month period, a fee of R799.00 and an additional reasonable cancellation fee will be applicable.

### 8. RELOCATION

- 8.1 The provision of a circuit is not transferable to another premises as it is connected to the specific address that is provided to Kalahari 24/7 and thus, a relocation by the Customer would necessitate a cancellation of Service\*.
- 8.2 The customer expressly agrees to pay any costs in relation to cancellation of Service.
- 8.3 Any requests for Service at the new location will be subject to an assessment to determine whether the network operator has sufficient infrastructure to provide the Service at the new location.

### 9. CANCELLATION PROCESS

- 9.1 Cancellations must be in accordance with clause 7 by written notice and by giving Kalahari 24/7 proper notice of the proposed cancellation.
- 9.2 Cancellations must be processed through email by sending an email to upon which a Customer will receive the cancellation form for completion.
- 9.3 Email cancellations must contain at least the following information:
- 9.3.1 The Customer's account number; and
- 9.3.2 The description of the Service/s to be cancelled as is described on the Customer's invoice.
- 9.4 Kalahari 24/7's processing of a cancellation request shall be without prejudice to its right to any claim that it may have in terms of this Contract. Customer acknowledges that in many instances cancellation of Services is not reversible or may attract financial penalties, and therefore Kalahari 24/7 may delay the actual termination of Services after acknowledging receipt of a cancellation notice to communicate to Customer the consequences of termination and to allow Customer to withdraw a cancellation notice.

### 10. CONSEQUENCES OF TERMINATION

- 10.1 After termination of the Contract for whatever reason:
- 10.1.1 Kalahari 24/7 may, on reasonable notice and in the Customer's presence, enter the Customer's premises to remove the Managed Service Equipment which is owned by Kalahari 24/7; and

- 10.1.2 The customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination or accrued thereafter because of the termination.

### 11. BREACH OF CONTRACT

- 11.1 In the event that the Customer breaches its payment obligations in terms of this agreement or any other provision of this Agreement, Kalahari 24/7 shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:
- 11.1.1 afford the Customer a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or
- 11.1.2 suspend the Customers access to a service; or
- 11.1.3 cancel all agreements concluded between the Customer and Kalahari 24/7; or
- 11.1.4 claim immediate performance and/or payment of all your obligations in terms hereof.
- 11.2 Should Kalahari 24/7 suspend, disconnect, or terminate the Customers service, Kalahari 24/7 will be entitled to charge a fee for reconnecting the service and the Customer will be held liable for the fees due as per the remaining term of this agreement.

### 12. SUPERVENING IMPOSSIBILITY

- 12.1 Except as expressly provided under the Contract, Kalahari 24/7 shall not be liable to the Customer for failure to perform any obligation because of any acts of God, government restrictions or prohibitions or any other Government act or omission, for example load shedding, any act or default of any supplier, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these were not foreseeable and beyond Kalahari 24/7's reasonable control. Should any event contemplated in this clause prevent the provision of uninterrupted Service for a period exceeding four weeks, the Customer shall be entitled to terminate the affected Service without penalty.

### 13. LIMITED LIABILITY AND INDEMNITY

- 13.1 In respect of internet-based services, Kalahari 24/7 only provides access to the Internet. Kalahari 24/7 does not operate or control the information, services, opinions, or other content of the Internet. Kalahari 24/7 reserves the right to take measures as may be necessary, in Kalahari 24/7's sole discretion, to ensure security and continuity of service on the Kalahari 24/7 Network, including but not limited to identification and blocking or filtering of internet traffic sources which Kalahari 24/7 deems to pose a security risk or operational risk or a violation of its AUP.
- 13.2 The Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. Kalahari 24/7 shall not be liable for unauthorized access to the Customer's network or other breaches of the Customer's network security.
- 13.3 Kalahari 24/7 assumes no responsibility for the integrity, correctness, retention, or content of electronic data transported via the Kalahari 24/7 Network.
- 13.4 Subject to the provisions of clause 13.6 below, Kalahari 24/7 shall not be liable to the customer or to any third party for claims that arise or occur because of the customer's use of the services, whether such claim, action or damage is direct or indirect, consequential, or contingent. Kalahari 24/7 shall not be liable for any loss of life; injury; medical expenses; support; financial loss or financial support; loss of earnings; loss of profit and/or income; loss of revenue; loss of business or goodwill; any other special damages; or any general damages –



regardless of whether it was foreseeable or flowed naturally from the use of the Services.

- 13.5 Customer indemnifies Kalahari 24/7 against any claim or action which may be brought by any third party arising out of Customer's use of the Services or out of the use of the Customer's Services.
- 13.6 Where a Consumer suffers any loss or damages because of the use of the Kalahari 24/7 Service, the Consumer, in this case, will be allowed to avail itself to the provisions housed under section 61 of the CPA, but subject always to the defenses and exceptions permissible and available to Kalahari 24/7 and its service providers under section 61 of the CPA.
- 13.7 The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Contract.

#### 14. CUSTOMER PERSONAL INFORMATION

- 14.1 The Customer undertakes to provide Kalahari 24/7 with all required Personal Data and other details which Kalahari 24/7 is required to obtain from the Customer in terms of section 39 or 40 of RICA and the Customer acknowledges and accepts that where the Customer does not comply with these provisions, it will amount to a material breach of contract by the Customer.
- 14.2 The Customer warrants and represents that all information supplied by it is accurate, correct, and complete and any changes of the Customer's details (contact details, bank details, etc.) must be reported to Kalahari 24/7 or can be updated on the Clientzone.
- 14.3 Kalahari 24/7 is committed to protecting the Customer's privacy and to ensure that personal information and data is collected and processed, lawfully, and strictly in accordance with the Regulations promulgated in terms of Section 69 of the ECA or the Protection of Personal Information Act, whichever is applicable.
- 14.4 Kalahari 24/7 will use the Customer's personal information only for the purposes for which it was collected and relating to Kalahari 24/7's legitimate business operations and to comply with our obligations to the Customer.
- 14.5 Any disclosures of Customer personal information that is made to our service providers and other third parties will be made in accordance with the necessary agreements between Kalahari 24/7 and the service providers and other third parties and only when necessary.

#### 15. GENERAL PROVISIONS

- 15.1 Cession, delegation, assignment
  - 15.1.1 Neither Party may cede, delegate, assign, charge, transfer or otherwise dispose of this Contract or any rights or obligations therein in whole or in part, without the written consent of the other Party. Such consent shall not be unreasonably withheld or unduly delayed.
- 15.2 Applicable laws and Jurisdiction
  - 15.2.1 This Contract will be interpreted and governed by the laws of South Africa.
- 15.3 Variation and Amendment
  - 15.3.1 Kalahari 24/7 reserves the right to amend these Terms and Conditions. In the event of any changes, we will notify all customers via email. The latest version of the Terms and Conditions will always be accessible on our website at <https://www.kalahari247.com/>.
- 15.4 Consumer status
  - 15.4.1 Certain rights have been granted to a Customer who is a Consumer. Kalahari 24/7 reserves the right to withhold any of these rights and/or resultant benefits until the Customer can prove to Kalahari 24/7, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer in terms of the provisions of

the CPA. Where the Customer is unable to show that it is a Consumer or Individual Consumer, Kalahari 24/7 reserves the right to reverse or call for a refund of any rights or benefits which are permitted under the CPA and which the Customer has unlawfully taken advantage of.

#### 15.5 Customer details and changes thereto:

- 15.5.1 The Customer agrees to supply Kalahari 24/7 with such information, documentation, and signatures that Kalahari 24/7 may reasonably require at the time that the Contract is concluded, to give effect to the payment arrangements of the Contract. Any subsequent changes that affect the information supplied to Kalahari 24/7 such as bank account or legal service address must be brought to the immediate attention of Kalahari 24/7 in writing.

#### 15.6 Whole Contract:

- 15.6.1 The Contract contains the sole and entire record of the agreement between the Parties. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in writing and signed by both Parties or otherwise created by operation of law. For clarity, where it appears from the context of multiple Subscriber Agreements concluded between the Parties that they are intended to be read as one Contract, then the Subscriber Agreements shall not be deemed to constitute separate and divisible Contracts, and in such event, conflicting provisions of General Terms shall be resolved with the ordinary rules of interpretation.

#### 15.7 Indulgences

- 15.7.1 No indulgence, leniency, or extension of time which either Party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future. Any indulgence or the relaxing of the provisions of the Contract by the grantor shall not prejudice the right of the grantor to insist on the strict compliance by the defaulting Party of its undertakings and obligations in terms of the Contract.

#### 15.8 Severability

- 15.8.1 In the event of any one or more of these terms and conditions being unenforceable, the offending clauses will be severed from the remainder of the Contract, which will nevertheless continue to be binding and enforceable.

#### 16. LEGAL ADDRESS FOR SERVICE

- 16.1 The Parties choose the addresses set out below as their chosen place to receive legal notices:
- 16.2 Kalahari 24/7 at 16 Mopanie Street, Kathu. Notices must also be emailed to [admin@kalahari247.com](mailto:admin@kalahari247.com); and
- 16.3 The Customer at the physical or residential address specified in the Subscriber Contract. Where the Customer has entered into multiple Subscriber Contracts, then the physical address specified in the Subscriber Contract most recently signed by the Customer or its authorized representative.
- 16.4 All notices given in terms of this Contract shall be in writing. General notices that do not commence legal proceedings shall be sufficiently provided to either Party by way of email, or where applicable by any other electronic messaging service.



**17. CUSTOMER DETAILS AND POPIA:**

- 17.1 Any changes of the CLIENT'S details (contact details, bank details, etc.) must be reported to Kalahari 24/7 or can be updated on the Clientzone.
- 17.2 Kalahari 24/7 are committed to protecting the CLIENT'S privacy and to ensure that personal information is collected and used properly, lawfully, and transparently.
- 17.3 Kalahari 24/7 will use the CLIENT'S personal information provided to us only for the purposes for which it was collected and relating to our legitimate business operations and to comply with our obligations to you as the CLIENT. We may disclose the CLIENT'S personal information to our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.
- 17.4 We may also disclose the CLIENT'S information: Where we have a duty or a right to disclose in terms of law or industry requirements (For example ICASA); Where we believe it is necessary to protect our rights.

**\* Only applicable to Fibre Contract Customers**

The terms and conditions stated above are universally applicable to all Contract Terms unless explicitly specified otherwise for a particular clause. These Terms and Conditions are subject to revisions, with the latest version available on our website at <https://www.kalahari247.com/>.

I confirm that:

- I have diligently read and understood the terms and conditions.
- All the information I have provided is accurate and truthful to the best of my knowledge.
- I consent to the utilization of my personal information for the purposes for which it was collected, pertaining to Kalahari 24/7's legitimate business operations.

If signing on behalf of a Company, Closed Corporation, or Trust, I affirm my authority to do so for

\_\_\_\_\_[Company, Closed Corporation, or Trust name], and have attached proof of my authorization herewith.

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Kalahari 24/7: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Please tick each statement to acknowledge and agree.

In addition to the standard terms and conditions:

1. I understand that my monthly subscription and any ad-hoc payments must be submitted before the end of the invoice month. Invoices will be issued on the 21st of each month for the upcoming month, and payments should be made before the last day of the month. I understand that failure to pay on time will result in the disconnection of services. ☐
2. I agree that in the event of any damage to equipment due to lightning, corrosion, equipment failure, malfunction, acts of nature, or theft, Kalahari 24/7 will repair or replace the equipment at my cost. I understand that costs may include: ☐
  - A call-out fee for assessment and quotation on new hardware.
  - Labour charges for technician time spent on-site.
  - Equipment costs.
  - Transport fees (applicable for distances of 30 km or more).
3. I understand that if there is an internet issue at my location that cannot be resolved remotely or is unrelated to tower problems (e.g., incorrectly connected equipment, router reset), I will be invoiced for call-out charges, labour hours, and transportation costs (applicable for distances of 30 km or more). ☐
4. I agree not to reset the WiFi router if experiencing internet connection issues, unless a Kalahari 24/7 technician requests me to do so. I understand that resetting the router without instruction will require a call-out to reconfigure it, and I will be liable for the call-out, transport, and labour costs associated with reconfiguration. ☐
5. If I experience slow or no connection, I will first unplug the power supply or MicroUPS for about 20 seconds and test the connection after 3 to 5 minutes. If issues persist, I will contact Kalahari 24/7 for further assistance. ☐
6. I acknowledge that after-hours support is available for technical issues until 22h00, and that all admin, accounts, or general inquiries will be handled during office hours. ☐
7. I understand that call-outs are conducted from Monday to Friday during office hours. If I require a technician after hours, I will be charged an after-hours rate for the call-out, labour, transport, and any required equipment. This service is only available if a technician is available; otherwise, the call-out will be handled on the next business day. ☐
8. I understand that I have 5 days after receiving my monthly subscription or any job card invoices to raise any queries. If I do not query the invoice within this period, I accept that it will be deemed as accepted as is. ☐
9. I agree to inform Kalahari 24/7 of any changes to my personal details to ensure accurate information is maintained in their system. ☐
10. I acknowledge that during thunderstorms and lightning, I am responsible for unplugging all equipment at the wall socket, as well as the cable from the antenna/radio on the roof, to prevent damage to the equipment. ☐
11. I understand that should I wish to cancel my internet service; I must provide 30 days' notice by completing the cancellation form provided by Kalahari 24/7, or as per the contract term chosen. ☐
12. I acknowledge that if I do not settle my account within 30 days after it becomes due, my account will be handed over to attorneys for debt collection. I understand that I will be held liable for the full outstanding amount, including interest and debt collection fees. ☐