



16 Mopanie Street

Kathu

8446

Tel: 053 004 0163

Email: [info@kalahari247.com](mailto:info@kalahari247.com)

VAT: 4650 281 381

Reg no: 2016/050164/07

## 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 with a copy of identity document, should reach our office before any agreements, installations, etc. shall take place.

### 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.



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- 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 or by any Subscriber Equipment or by any other equipment that Kalahari 24/7 has not agreed to cover, the Customer will be liable for payment of the applicable call-out charges, being R175.00 per 30 (thirty) minutes plus any equipment/consumables used, which is 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 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 return for services supplied by Kalahari 24/7, the Customer agrees to pay Kalahari 24/7 the following charges after being supplied with an invoice:

- 6.1.1 Joining charge: a fee equal to the amount as per clause 5 of the application form is applicable;
- 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 20<sup>th</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 Debit orders reversed by the Customer: the customer will remain liable for the outstanding amount, as well as the fees related to reversed debit orders which amount will be **R 25.00 incl. VAT** penalty fee as well as the reverse costs incurred by Kalahari 24/7 due to the reversal by the Customer.
- 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 as 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 [accounts@kalahari247.com](mailto:accounts@kalahari247.com) 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.



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## 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 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 Customers 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





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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 24/7s 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 Subject to and save where the right to amend the Contract, has been mentioned explicitly under the Contract, neither party may vary the terms of the Contract unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.

### 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

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 Office No. 6 Build it Building, Rietbok 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 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



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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.

Above terms and conditions are applicable to all Contract Terms, except where specified on which Contract Term the specific clause is applicable to. Terms and Conditions are subject to change, Kalahari 24/7 will notify the CLIENT by email when any changes are made.

I acknowledge that:  
 I have read and understood the terms and conditions;  
 That all above information in true and correct according to my knowledge;  
 That I consent to use my personal information for the purposes for which it was collected relating to Kalahari 24/7's legitimate business operations

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

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

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

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

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

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