

SUBSCRIBER TERMS AND CONDITIONS



1. Definitions

1.1. "WiFi" means Wireless Local Area Network products offered by SkyFi in terms of the WiFi Terms and Conditions found on the link at the end of these Subscriber Standard Terms and Conditions.

1.2. "Agreement" The Subscriber Application Form setting out the Subscriber's details, together with all annexures attached thereto, and these Subscriber Standard Terms and Conditions.

1.3. "Charges" means charges related to the provision of the Services including but not limited to, the connection charges, monthly service charges, usage charges, charges related to the Add Ons provided to the Subscriber in terms of the Agreement, once-off costs for activation of Services, Costs of subsidizing the Hardware, costs of acquiring the Subscriber, administration costs, postage charges Hardware restoration costs, packaging costs and any other charges pertaining to the provision of the Services.

1.4. "Data Carry Over Rules" the policy of rule-s applicable to the usage of data by the subscriber/s, which are available at the following link : <http://www.skyfi.co.za>

1.5. "Downward Package Migration" moving from one subscription level to another with a lesser subscription rand value per month within the same technology.

1.6. "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. Whichever the later.

1.7. "Early Cancellation Charges" means the charges due to SkyFi including but not limited to the balance of the contract, cooling off period cancellation charges to be determined by SkyFi, administrations costs, usage charges, discounts provided, Costs of subsidizing the Hardware, Hardware restoration and packaging costs, monthly Service charges and any other charges pertaining to the provision of the Services.

1.8. "HSPA" High-Speed Packet Access offered by SkyFi in terms of the HSPA Terms and Conditions found on the link at the bottom of these Subscriber Standard Terms and Conditions.

1.9. "Contract Term" A period of the agreement as indicated on the application form, commencing on the Effective Date. "Should this agreement not be renewed as herein provided it shall thereafter continue on a monthly basis for an indefinite period on the same terms and conditions."

1.10. "Installation" The installation of Hardware on a location or Subscriber laptop/desktop or similar device specified by the Subscriber in an order.

1.11. "Internet" The interconnected system of networks that connect computers around the world via the TCP/IP protocol.

1.12. "Licence" The national data telecommunication licence granted to the Network Operator/SkyFi to provide a national data telecommunication service by means of a data network.

1.13. "MDN" The mobile data network established and operated by the Network Operator in terms of the licence.

1.14. "Services" Broadband wireless Internet access services, value-added Internet Protocol ("IP") services, virtual private network ("VPN") services, corporate managed data network services, closed user group and video conferencing services made accessible to the Subscriber by SkyFi in terms of the Agreement.

1.15. "Mobile Access Numbers" The mobile access numbers, IP address, unique user name or subscription numbers used to

identify Subscribers having access to the Services.

1.16. "Order" An order placed by a Subscriber on SkyFi for the provision of the Services.

1.17. "Parties" SkyFi/Network Operator and Subscriber and "Party" refers to either of them as so determined by the context.

1.18. "PPU" Pay-per-use as described and detailed in the Pay Per use terms and conditions found on the link at the bottom of these Subscriber Standard Terms and Conditions.

1.19. "Regulator" The Independent Communications Authority of South Africa/ICASA".

1.20. "Renewal Period" A period indicated by the Subscriber in writing (except via SMS) or another recorded form, commencing on the day immediately following the expiration of the Contract Term, or an anniversary of the expiration period, as the case may be.

1.21. "Skyfi Internet Solutions" (Pty) Ltd, registration number 2014/274610/07 a company registered in terms of the laws of the Republic of South Africa.

1.22. "Service/s" The services chosen by the Subscriber in the Application form including any add-ons which have their specific terms and conditions.

1.23. "Subscriber" Any party to whom the Services are made available in terms of the Agreement.

1.24. "Subscriber Application Form" means either the physical or online application form completed by either a Business or Individual Subscriber and forms part of the Agreement.

1.25. "Subscriber" means either the Corporate or Retail Subscriber to whom the Hardware and Services are provided in terms of this Agreement and whose details appear on the application form, their successors or authorised assignees.

1.26. "Hardware" The type approved SkyFi or other applicable user hardware, including but not limited to the antennas, modems, laptops, web phones and communication cards used by a Subscriber to send and/or receive any data signal via an MDN radio link and may include any other special equipment provided by the Network Operator in order to facilitate any future enhanced services to Subscribers.

1.27. "Upward Package Migration" moving from one subscription level to another with a higher subscription rand value per month within the same technology.

1.28. "Add Ons" Additional Services to the main Service/s offered by SkyFi from time to time.

1.29. "VAT" Value Added Tax as provided in the Value Added Tax act 89 of 1991.

1.30. "VOIP" means Voice over Internet Protocol is a technology for making telephone calls over the MPLS network;

2. Agreement, Effective Date, Term

2.1. The Agreement shall commence on the Effective Date and shall, subject to any other termination provision stated in this Agreement including the Application form and any other addendum thereof, continue for the agreed contract term or should no contract term be specified the default term shall be 24months from the effective date, and thereafter continue on a month to month basis and/or for the specified Renewal Periods unless terminated:

2.2. By the Subscriber, on expiration of the Contract Term or a Renewal Period, as the case may be, by giving to SkyFi a

SUBSCRIBER TERMS AND CONDITIONS



written notice (except via SMS) of termination not less than (1) one calendar month and not more than (3) (three) calendar months before the expiration of the Contract Term or the Renewal Period, as the case may be; and/or By the Subscriber to SkyFi in writing (except via SMS), within a period of 7 (seven) calendar days from the Effective Date.

2.3. The Subscriber acknowledges that Early Cancellation Charges shall apply and that any Hardware returned as a result of the subscriber terminating this Agreement in terms of this clause has to be returned at the Subscriber's expense and in its original condition and packaging and/or by the subscriber for any reason whatsoever prior to the expiry of the Contract Term or Renewal Period, the Subscriber shall be obliged to pay SkyFi any Early Cancellation Charges as well any other applicable Charges whether or not due at the time of cancellation.

2.4. "By SkyFi, after 20 business days notice to the Subscriber to notify the Subscriber to rectify a material failure such as non payment and the Subscriber has failed to do so. Such notice shall not be required for a Subscriber which is a juristic person as defined in the Consumer Protection Act 2008."

2.5. By SkyFi forthwith, in the event that the Licence to provide the Services has been revoked, terminated or amended by the Regulator for any reason whatsoever.

2.6. Notwithstanding the use of agents or other intermediaries (Delegated Service Providers) by SkyFi, the order by the Subscriber is an offer made by the Subscriber to SkyFi and will be considered once received by SkyFi.

2.7. SkyFi's acceptance of the offer shall consist of the signing of the Subscriber Application form by the Subscriber and/or delivery of the Hardware and/or Services to the Subscriber, this shall constitute a valid binding Agreement between SkyFi and the Subscriber.

2.8. The Subscriber may not terminate the Agreement and demand reimbursement for Hardware or any damages of whatsoever nature as a result of the Subscriber's relocation to an area outside of SkyFi's coverage.

2.9. The Subscriber may not terminate the Agreement and demand reimbursement for Hardware or any damages of whatsoever nature as a result of the Subscriber's suspension of Services/Hardware.

2.10. It is the responsibility of the Subscriber to ensure that he/she/it is satisfied with coverage in the area where the Services are provided by SkyFi. Should the Subscriber opt to terminate the Agreement before the expiry date, SkyFi reserves its right to impose an Early Cancellation Charge to the Subscriber.

2.11. Notwithstanding clause 2.1 above, the Subscriber may renew the Agreement to a 12, 24 or 36 month Agreement with not more than 3 (three) calendar months written notice (except via SMS) and not less than 1 calendar month's written notice (except via SMS) to SkyFi prior to the expiry of the Contract Term or Renewal period as the case may be.

2.12. Should the Subscriber opt for early renewal, the Subscriber will be responsible for any outstanding amount owing under the Contract Term prior to commencing with the renewed Agreement.

2.13. Notwithstanding any provision contained in this clause 2 or anywhere in these terms and conditions, SkyFi shall be entitled to terminate the Agreement at any time and provide

a reason for such termination in compliance with applicable legislation.

2.14. The Subscriber acknowledges that, upon termination of the agreement and where there has been unused data, airtime or related service, SkyFi shall not be obliged to in any way, convert such unused data, airtime or related service into credit on the Subscriber's account and or refund same to the Subscriber.

3. Supply and installation of Hardware and Services

3.1. The order placed by the Subscriber to SkyFi is subject to SkyFi's approval.

3.2. SkyFi may in its discretion refer the Subscriber to a third party who may undertake the installation of the Hardware in its own name and behalf and not as an agent of SkyFi.

3.3. The Subscriber shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority or body (this includes but is not limited to body corporates, provincial and local municipalities) and required for the purpose of any such supply and/delivery and/ installation, the subscriber hereby indemnifies SkyFi against any claim or liability suffered by SkyFi by reason of such approval and authorities not having been obtained.

3.4. All risk in and to the Hardware supplied and delivered by SkyFi to the Subscriber shall pass to the Subscriber on delivery.

3.5. If any Hardware is lost, stolen or damaged, the Subscriber shall immediately notify SkyFi in writing and until such notification, the Subscriber shall remain liable for all charges pertaining to such Hardware. SkyFi shall soon as reasonably possible replace the Hardware. The cost of this replacement equipment shall be for the Subscriber's account. Such loss, theft or damage and/or the replacement of the Hardware and/or the allocation of a new mobile access number for any reason, shall in no way be deemed to constitute a termination of the Agreement which shall continue to be of full force and effect.

4. Charges

4.1. In consideration for the provision of the Services, Hardware and any other services supplied by SkyFi to the Subscriber, the Subscriber shall effect payment to SkyFi of the applicable charges, as detailed in the application form and whether or not the Services have been, or are being utilised by the Subscriber.

4.2. SkyFi may, by written notice to the Subscriber, vary future charges, either in the whole or in part, with effect from the date specified in such notice.

4.3. Unless otherwise agreed to by SkyFi in writing, the Subscriber shall effect payment to SkyFi:

4.4. For the supply, delivery, maintenance and installation of Hardware on presentation of invoice and against such delivery.

4.5. Of monthly service charges monthly in advance and of all other charges, monthly in arrears, in either event in full, within 7 days from date of the relevant invoice.

4.6. At SkyFi's premises or at the bankers of SkyFi in Johannesburg. Where payment is made by the Subscriber through a debit order, other electronic means or any other intermediary, the Subscriber's bankers or other intermediaries shall act as the Subscriber's agent and the Subscriber shall

SUBSCRIBER TERMS AND CONDITIONS



have discharged its obligations only upon payment being received by SkyFi.

4.7. Notwithstanding the provisions of clause 4.3, SkyFi may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.

4.8. In the event that SkyFi requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a material breach of the Agreement if the Subscriber: Cancels such debit order without the written consent of SkyFi.

4.9. Changes his banking details on which the debit order relies, without giving SkyFi prior notification of such change and providing SkyFi with the Subscriber's new banking details. Provides the Service provider with incorrect banking details.

4.10. The Subscriber authorises SkyFi to debit any bank account held by the Subscriber for the costs owed by the Subscriber to SkyFi in terms of this agreement.

4.11. The Subscriber acknowledges that payments will be debited from the account or credit card in the name of the Subscriber (or in the name of any third party who has consented thereto) as described in the Subscriber Application form.

4.12. The Subscriber acknowledges that when there are insufficient funds in the account or credit card of a third party to cover the debit, SkyFi reserves its rights to debit the Subscriber's banking account or credit card in respect of any Charges owned by the Subscriber to SkyFi.

4.13. SkyFi shall be entitled to levy an administration Charge of R150.00 including vat and the Subscriber agrees to pay such a Charge in the event that any debit order or other form of payment is returned unpaid from the account or credit card described in the Subscriber application form.

4.14. The monthly invoices shall be sent by SkyFi to the Subscriber to the digital email address supplied by the Subscriber to SkyFi. It shall be the duty of the Subscriber to check the invoice in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of the statement within 7 days from the date thereof, the contents of the invoice shall be deemed to be correct.

4.15. The Subscriber shall not be absolved from paying the full remaining amount of the Subscriber's agreement as a result of incorrect invoices being sent and/or failure of SkyFi to send statements or invoices to the Subscriber.

4.16. In the event of an Upward Package Migration there will be no fee charged. The data carry over rules will apply based on the new package. The data will be equivalent to the new package; the Subscriber will forfeit any data on the old package. The data carry-over rules are available on the following link: <http://www.skyfi.co.za/>

4.17. Any migration from one package option to another shall for the duration of this agreement and be subject to SkyFi's approval in its discretion and SkyFi shall be entitled to levy fees for migrations, but which fees may not exceed the amounts approved or fixed by the responsible regulatory authority from time to time. The Subscriber acknowledges that there will be no data carried over in the event of any type of migration.

4.18. In the event that the Subscriber has an existing separate hardware contract, the Subscriber will still be liable for the balance of the hardware.

4.19. Should a Subscriber want to migrate to any package with a zero-rated hardware, the Subscriber will not be entitled to receive such zero-rated hardware.

4.20. This zero-rated hardware is only available to Subscribers who sign up for new Agreement/s SkyFi reserves the right to levy Charges and Early Cancellation Charges in accordance with the provisions of this Agreement

4.21. SkyFi reserves its right to cap off-net (internet) and on-net (SkyFi to SkyFi) traffic as per its capping limits applicable from time to time. In the event of the Subscriber account being capped, SkyFi reserves the right to charge the Subscriber for every megabyte utilised above the cap limit.

The Subscriber indemnifies and holds SkyFi harmless for any loss suffered as a result of incorrect amounts being debited in respect of applicable changes.

4.22. The Subscriber shall be responsible for the costs of any additional bandwidth or boosters purchased from SkyFi either online or otherwise. The Subscriber acknowledges that there are time delays regarding the updating of the information after purchasing bandwidth/boosters which will be communicated to the Subscriber upon purchase. The additional bandwidth or booster shall be subject to applicable rules and reflected on the Acceptable and Fair Usage Policy as amended from time to time and available on the following link: <http://www.skyfi.co.za/>

4.23. The Subscriber will be responsible for the full usage of voice charges incurred at all times.

4.24. Customer agrees that it shall at all times be responsible for payment of any and all charges incurred by it arising from the use of the voice services provided to it in terms of this Agreement. It being agreed that such usage charges may include without limitation

4.24.1. Charges incurred by the Subscriber (or any other person or entity) regardless of whether or not the use was permitted or even known to the Subscriber

4.24.2. Charges incurred as a result of any sot cap or credit limit imposed being exceeded.

5. Suspension

5.1. Should the Subscriber fail to perform any of the subscriber's obligations, or breaches any terms of the Agreement in which event SkyFi may also suspend the Subscriber's use of the Hardware and/services.

5.2. Should the Subscriber fail to effect payment timeously as per clause 4.5 in which event SkyFi may also suspend the Subscriber's use of the Hardware and/services

5.3. If SkyFi is unable to provide the Services to the Subscriber at SkyFi's discretion for any reason whatsoever.

5.4. The Subscriber allows unmonitored access to the Services to children under the age of 16 years.

5.5. SkyFi reserves the right to require the Subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of the Services suspended in the circumstances contemplated in clause 5.2 In the event that the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the monthly service charges during any such period of suspension.

6. Limitation of liability

SUBSCRIBER TERMS AND CONDITIONS



6.1. Without detracting from any of the other provisions of the Agreement, SkyFi shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber and whether the same is direct or consequential, in the event that: SkyFi fails for any reason whatsoever to supply and/or deliver and/or provide installation of any Hardware either on the required date or at all; and/or The Services are interrupted, suspended or terminated for whatsoever reason; and/or SkyFi fails to suspend the provision of the Services to the Subscriber in terms of an arrangement between SkyFi and the Subscriber or after the Subscriber has specifically requested SkyFi to do so in order to limit the charges; and/or Such loss or damage was caused by any negligent act or omission on the part of SkyFi, its employees or its agents.

6.2. SkyFi shall not be liable to the Subscriber in any circumstances whatsoever for any loss, injury or damage of any nature whatsoever or howsoever arising and whether in agreement or in delict, including loss of any other special damages, indirect or consequential loss or damages which the Subscriber or any other person may sustain, whether as a result of any breach of this agreement by SkyFi or whether caused directly or indirectly by the Hardware or the use thereof, and the Subscriber hereby indemnifies SkyFi and holds it harmless against any claim by the subscriber or any other person The subscriber hereby indemnifies SkyFi against any claims arising out of: force major or Acts of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare, labour disputes, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; or where the claim is a result of an action that is beyond SkyFi's reasonable control.

6.3. SkyFi shall not be liable for any fraudulent activities that may occur due to access by third parties into the Subscriber's account/connection/premises/voice platform.

6.4. The Customer shall remain liable for the voice account in the event of such fraudulent activity taking place in the Subscriber's account.

6.5. SkyFi reserves its right to scan the Subscriber's voice platform/hardware for any external vulnerabilities/risks.

6.6. Should SkyFi detect a vulnerability/risk, SkyFi will advise the Subscriber accordingly and require the Subscriber to eliminate or mitigate the vulnerability/risk at the Subscriber's expense before providing the Service/s.

7. Breach

7.1. If the Subscriber commits a breach of any of the terms and conditions hereof and remains in default for a period of 20 (twenty) business days after delivery to the Subscriber of a written notice ("notice of breach") from SkyFi calling for such breach to be remedied "(which notice shall not be required if the Subscriber is a juristic person as defined in the Consumer Protection Act 2008), SkyFi shall be entitled forthwith and without further notice to the Subscriber to either terminate the Agreement or claim specific performance of all the Subscriber's obligations, including the immediate payment of all sums of money payable by the Subscriber, whether or not then due, in either event without prejudice to SkyFi's right to claim such damages as it may have suffered by reason of such

breach or failure.

7.2. Without prejudice to the provisions of clause 7.1 above, SkyFi may forthwith terminate the Agreement at any time by giving Subscriber written notice of such termination if (i) the Subscriber fails to make payment of any charges on or before the due date for payment thereof; and/or (ii) the Subscriber within a 12-month period calculated from a notice of breach, receives a further two notices of breach; or (iii) in the event that the Subscriber is sequestrated, liquidated or placed under business rescue, irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.

7.3. Any termination pursuant to the preceding provisions of this clause shall be without prejudice to any claim SkyFi may have against the Subscriber in respect of any prior breach of the terms and conditions of the Agreement by the Subscriber.

7.4. Without derogating from any other rights or remedies available to SkyFi in terms of the Agreement or at law, in the event of the Agreement being canceled by the Subscriber (for whatsoever reason) prior to the expiry of the Contract Term or any Renewal Period, or in the event of SkyFi electing to terminate the Agreement pursuant to any breach by the Subscriber which entitles SkyFi to cancel:

7.5. The Subscriber shall be liable to SkyFi and hereby agrees to pay on demand, the full charges payable to SkyFi for the remainder of the Contract Term or Renewal Period, as the case may be. The charges shall include Legal Costs as between attorney and own client, Collection Charges, Early Cancellation Charges, Cancellation Charges as well any other applicable Charges whether or not due at the time of cancellation.

8. Insurance

8.1. SkyFi acts as a collection agent for insurance brokers and/or underwriters in respect of the optional insurance of the Hardware and related risks as referred to the schedule or application form. SkyFi shall not be liable to the Subscriber under any policy issued or claim declined pursuant to the Subscriber's election to take insurance as provided in the schedule.

8.2. Unless the Subscriber specifically elects to take insurance for the Hardware and related risks or in accordance with the procedures introduced by SkyFi from time to time, the Subscriber shall not be covered in respect of the Hardware and related risks.

8.3. If at any stage before or after the Subscriber elects to take insurance, the Subscriber requests from SkyFi a summary of the terms and conditions of the applicable insurance policy, SkyFi shall use its best endeavours to furnish same to the Subscriber as requested. It shall be the responsibility of the Subscriber to obtain and familiarise himself with the terms and conditions of the insurance policy applicable.

8.4. It shall be the responsibility of the Subscriber to insure the Hardware with any other insurance provider and to ensure that the premiums in respect of the insurance policy are paid timeously and in full. If the insurance is provided through SkyFi and for any reason, SkyFi omits to include insurance charges in a statement to the Subscriber; the Subscriber shall forthwith notify SkyFi of such omission. SkyFi may rectify the omission by debiting the Subscriber's account with any amounts in arrears, subject to any terms and conditions which may be applicable

SUBSCRIBER TERMS AND CONDITIONS



under the relevant policy.

8.5. Save as provided herein, any queries which the Subscriber may have regarding or arising from the insurance of the Hardware and related risks, shall be directed to the insurance administrators or brokers, as the case may be whose particulars may be obtained by the Subscriber from SkyFi.

9. General

9.1. In the event of the Subscriber failing to effect payment of any amount owing by them to SkyFi on due date, then without derogating from SkyFi rights in terms of clause 7, the Subscriber shall be liable to effect payment of interest to SkyFi on the amount so owing at the prime interest rate as published from time to time by ABSA Bank Limited plus 2% (percent), from due date to date of payment.

9.2. Unless specifically stated otherwise, all prices and charges set out in the Agreement and any price list are inclusive of Value-Added Tax and exclusive any other applicable tax or duty, the liability of which shall vest with the Subscriber.

9.3. The rights and obligations of the Subscriber in terms of the Agreement may not be ceded or delegated to any third party. The rights and obligations of SkyFi in terms of the Agreement may be ceded and delegated by it to any other party on written notice to the Subscriber.

9.4. SkyFi may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the Licence issued to SkyFi. SkyFi shall notify the Subscriber of any changes as contemplated herein in writing.

9.5. A certificate under the hand of any Manager of SkyFi whose capacity and authority need not be proved certifying the sum of any amount owing by the Subscriber to SkyFi shall be prima facie proof of its contents and sufficient proof for the purposes of enabling SkyFi to obtain any judgment or order against the Subscriber.

9.6. In addition to these terms and conditions the Subscriber shall be bound by the terms and conditions applicable to the Add Ons offered by SkyFi. The Subscriber may be required to subscribe to SkyFi Add Ons which forms part of a mandatory subscription. The Subscriber shall, however, have a right to request to be exempted from such a subscription, which exemption shall be provided at the sole discretion of SkyFi.

9.7. In the event of SkyFi instituting legal proceedings against the Subscriber to recover amounts due to SkyFi or take any other legal steps arising out of the Agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client consults its attorneys relating to a breach of the Agreement by the Subscriber or” before “instituting whether or not legal steps have been instituted.”

9.8. Should the Subscriber be placed under administration, sequestration or liquidation proceedings, business rescue or suffer any other legal disability which will negatively affect the Subscriber’s ability to make payment to the Service provider, the Subscriber is required to notify SkyFi, in writing (except via SMS) within 7 (seven) days of occurrence of the aforementioned events.

9.9. The Subscriber may not allow children to access the internet services unmonitored and that they do not access websites that have illegal content, including but not limited to

pornographic content and/or gambling.

9.10. The Subscriber hereby acknowledges that voice rates to special numbers, international numbers, as well as premium rated numbers, change on a daily basis and are made available at <http://www.skyfi.co.za>

9.11. Calls made to premium rate numbers, either local or international are done at the customer’s risk and the customer remains fully responsible for the payment tariffs thereof.

10. Consent/Authority

10.1. The Subscriber hereby consents/authorizes SkyFi to disclose the Subscriber’s name, address and personal details to any party whenever it is reasonably necessary for SkyFi to properly perform its functions or protect its interests, or for the purpose Of enabling the Network Operator or SkyFi to provide emergency Services to the Subscriber, or directory or repair services and information to Network users generally. In addition, the Subscriber consents to SkyFi using any information supplied by the Subscriber of the purposes of informing Subscribers of SkyFi and/or SkyFi affiliates or partners’ services which may interest the Subscriber from time to time.

10.2. The Subscriber hereby consents/authorises SkyFi at any time, without notice to the Subscriber to obtain information about the Subscriber’s profile from any authorised and registered credit reference agency in the Republic of South Africa. The Subscriber consents/authorises SkyFi to provide regular reports in respect of Subscriber’s payment conduct to any authorised and registered credit reference agency in the Republic of South Africa.

10.3. The Subscriber consents/authorises receiving marketing, promotional updates and client satisfaction surveys from SkyFi.

11. Sale of Hardware and conditions applicable:

11.1. The sale of Hardware by SkyFi to the Subscriber at a subsidised price as set out in the Schedule and application form shall be subject to the following terms and conditions: All risk in and to the Hardware supplied and delivered by SkyFi to the Subscriber shall pass to the Subscriber on delivery.

11.2. Ownership in the leased Hardware will remain vested in SkyFi The Subscriber shall have the option of purchasing the hardware at the expiry of the agreement provided that the Subscriber notifies SkyFi of its intention to purchase same not later than 10 business days before the expiry of the Agreement.”

11.3. SkyFi obligations in terms of any warranties pertaining to the Hardware shall be limited to the one (1) year from the Effective date. Furthermore, the warranties are subject to the manufacturers prescribed warranties. All delivery costs shall be for the Subscriber’s account. Warranties exclude negligence, misuse, abuse, Power surges and incorrect installations.

11.4. Should the Subscriber, upon purchase of the Hardware discover any fault or defect in the Hardware, the Subscriber shall within 3 days of purchase return the Hardware to SkyFi in the same condition and packaging as the Hardware was purchased along with the proof of purchase. SkyFi shall replace the damaged of faulty Hardware. In the event of the Subscriber not returning the Hardware packaging to SkyFi, SkyFi may charge the Subscriber a packaging fee.

SUBSCRIBER TERMS AND CONDITIONS



11.5. The SkyFi reserves its right to limit the number of Hardware that may be linked to a Subscriber account. The Subscriber may only log onto the network once from each account and may not establish multiple log-on sessions simultaneously from the same account. SkyFi reserves its right to charge an additional subscription amount to allow multiple simultaneous log-ons to the network from the same account.

11.6. If the Subscriber migrates from one package option to another, SkyFi may vary the amount of the subsidy applied at the time of the sale of the Hardware to the Subscriber. If the subsidy amount is reduced, SkyFi shall be entitled to require the Subscriber to pay to SkyFi the amount by which the subsidy has been reduced. It being understood that this charge does not constitute a migration fee, but enables SkyFi to adjust the subsidy amount to the amount that would have been applicable at the time of sale of the Hardware if the Subscriber had first chosen the package option to which the Subscriber is changing.

11.7. Should the Subscriber return the Hardware for any reason whatsoever, the Subscriber shall furnish SkyFi with the original tax invoice provided on purchase of the Hardware.

12. Miscellaneous Matters

Postal address:

12.1. The parties hereby choose the following addresses as their respective chosen domicilium citandi et executandi for delivery of all notices and court processes.

12.2. SkyFi at Block D, Meyersdal Eco Office Park, Meyersdal, Alberton (Marked for the attention of the Legal Department)

12.3. The Subscriber at the physical address stated in the application form.

12.4. Notices shall be sent either by prepaid registered post or delivered by hand or by e-mail to the addressee at the chosen address.

12.5. If sent by prepaid registered post the notice shall be deemed to have been received by the addressee within 5 business days after posting. If delivered by hand or e-mail the notice shall be deemed to have been received on the date of transmission or delivery against which a written receipt must be obtained.

12.6. Should the Subscriber become aware of the notice otherwise than as herein stipulated the notice shall be deemed to have been duly delivered on the addressee becoming so aware.

12.7. No notice may be given by facsimile or sms.

12.8. Each party may change its given address upon giving written notice thereof to the other at least 10 business days prior to the change being effected.

12.9. At all times the chosen address must be within the Republic of South Africa and not a poste restant.

13.No Representations: Neither party may rely on any representation which allegedly induced that party to enter into the Agreement, unless the representation is recorded in the Agreement.

14.Amendment And Waiver: On written notice given to the subscriber SkyFi reserves its right to amend these terms and conditions from time to time. No failure, delay, relaxation, or indulgence on the part of SkyFi in exercising any power or right conferred upon it in terms of this agreement shall operate as a

waiver of such power or right, nor shall any such failure, delay, relaxation or indulgence be deemed to be a novation waiver or substitution of any of the terms and conditions of this agreement including this clause.

15.Indulgences: If either party at any time breaches any of that party's obligations under the Agreement, the other party ("the aggrieved party"): "It is expressly agreed that any indulgence shown extension given or right waived whether relating to payment due hereunder or any other matter or thing shall in no way operate as an estoppel against the indulgent party nor in any manner limit such party's rights hereunder or modify or alter same and the parties shall be entitled at any time to exercise their rights hereunder as though no indulgence was shown extension given or right waived.

15.1. Save as otherwise herein provided neither this clause nor any other part nor the whole of this agreement may be amended varied substituted suspended waived relaxed novated canceled or reinstated or time for performance extended unless such act be reduced to writing and signed by the parties hereto or their agents duly and specifically authorised thereto in writing." Shall not be prevented from exercising the aggrieved party's rights arising out of the breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

16.Applicable law: The Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

17.Blacklisting: The Subscriber hereby gives permission to SkyFi to register the information into the Subscriber's payment conduct to any registered credit Bureau.

17.1. The Subscriber waives its/his/her right to claim against SkyFi in relation to the disclosure of information related to this provision. SkyFi will give the Subscriber 20 (twenty) business days of its intention to provide to a credit bureau any adverse payment information; and SkyFi reserves its right to Blacklist the Hardware on the blacklisted account to prevent the further usage thereof.

18.Acknowledgments: The Subscriber acknowledges having read and accepted the terms and conditions of the Acceptable and Fair Usage Policy on SkyFi website as well as the terms and conditions as set out herein.

18.1. The Subscriber acknowledges that these terms and conditions may vary from time to time and shall be updated on SkyFi's website. The Subscriber further acknowledges that the terms and conditions available on SkyFi's website will be applicable and binding in respect of any dispute arising.

18.2. The Subscriber acknowledges that any Add Ons supplied to the Subscriber is in accordance to a separate agreement that the Subscriber is entering into. The Add Ons are governed in accordance with their own terms and conditions.

18.3. Furthermore, the Subscriber acknowledges that these terms and conditions will remain in force and effect until the end of the agreement entered into with the Subscriber.

SUBSCRIBER TERMS AND CONDITIONS



18.4. The Subscriber acknowledges that SkyFi reserves the right to not provide any free or promotional initiatives to downward migrated contract/s.

18.5. You acknowledge that the display of products is not a guarantee of the availability of any Hardware and that certain Hardware products may not be in stock at the time of submitting your order and delivery thereof may be delayed.

18.6. Notwithstanding this, such delay/s shall not entitle the subscriber to withdraw the subscriber

18.7. Subscribers your order unless we agree with you in writing that the duration of delay is unreasonable.

18.8. The Subscriber acknowledges that the Service is provided on a best effort basis, SkyFi may not be held liable for any consequence/s as a result of the result of the failure of the Service to fulfill the Subscriber's expectations.

18.9. The Subscriber acknowledges having read the voice rates as published on <http://www.skyfi.co.za>.

19. Interception of communications:

19.1. Subject to the provisions of Regulation of Interception of Communications and Provision of Communication-related information Act (RICA), 70 of 2002, the Subscriber acknowledges SkyFi's right to intercept, block, filter, read, delete, disclose and use all communications/data sent or posted via SkyFi's network.

20. Security

20.1. The Subscriber acknowledges that there is a password that will be provided upon activation of the Services and that the responsibility lies with the Subscriber to change the password to avoid access by any unauthorised user.

20.2. The Subscriber further acknowledges that no unsupervised access to the Service will be allowed to minors.

Authorized Signatory Name:

Date:

Place:

SIGNATURE

SUBSCRIBER TERMS AND CONDITIONS