

LETABA NETWORKS STANDARD TERMS & CONDITIONS

1. DEFINITIONS

1.1. In these conditions:

- 1.1.1. "**Letaba Networks**" shall mean Letaba Networks (Pty) Ltd, 2022/848248/07 (herein further referred to as "Letaba Networks").
- 1.1.2. "**The customer**" shall mean the person, firm, association, or close corporation buying or leasing from Letaba Networks.
- 1.1.3. "**The application**" shall mean Letaba Networks application form which is completed at or about the time an inquiry is received from the customer.
- 1.1.4. "**The goods**" shall mean hardware/software and services.
- 1.1.5. "**Hardware**" shall include Antennas, Radio equipment, networking equipment, Telephones and the like.
- 1.1.6. "**Services**" shall include installation, general labour, remote access, hosting of email services, provisioning of internet bandwidth, and co-location of hardware.

2. BASIS OF CONTRACT

- 2.1 The particulars as set out on the application with the standard conditions of sale as set out herein shall constitute Letaba Networks' offer.
- 2.2 The Customer's acceptance of the offer shall be conveyed to Letaba Networks by way of the duly signed prescribed Letaba Networks application form and payment of the required monies by the customers.
- 2.3 Letaba Networks shall not be bound by any oral statements, recommendations figures, advice, specifications, price quoted, acceptances or representations by its agents or any of its employees.

3. LEGAL CHARGES

- 3.1 In the event of Letaba Networks instructing its attorneys to recover money or the goods from the customer, the customer shall be liable for and pay all legal costs ("on an attorney and client scale") incurred by Letaba Networks and including collection commissions.

4. DOMICILIUM

- 4.1 The customer accepts the address as set out in the application form as its *domicilium citandi et executandi* for all purposes hereunder.

5. INTERPRETATION AND JURISDICTION

- 5.1 The contract shall be interpreted according to the laws of the Republic of South Africa.
- 5.2 The customer consents to the jurisdiction of the Magistrate's Court of Tzaneen.

6. PRICE AND PRICE INCREASES

- 6.1 The price of the goods shall be as stated on the quotation unless varied in accordance with 6.2.
- 6.2 If there is any increase for whatsoever reason, in particular but not limited thereto, in Letaba Networks' cost of the goods or change in the exchange rate prior to the delivery of the goods, or if any other taxes or duties are levied or if any other laws are promulgated which directly or indirectly increase the cost of the goods supplied by Letaba Networks, Letaba Networks shall be entitled to increase the price of the goods accordingly.

7. PAYMENT AND EQUIPMENT

- 7.1 The price shall be payable by the customer to Letaba Networks on the terms specified in the attached application form.
- 7.2 Notwithstanding the provisions of clause 14, if no payment is made on the due date, the customer shall, at the discretion of Letaba Networks, forfeit any discount allowed to it and the full purchase price shall then become due, owing and payable.
- 7.3 All payments shall be made to Letaba Networks free of deductions or set-off at Letaba Networks' bank.
- 7.4 Interest at the prime rate as stipulated by Letaba Networks' bank will be charged on all overdue accounts.
- 7.5 Customer failure to pay Letaba Networks after the 2nd of each month will result in immediate disconnection and de-activation. A reconnection fee as determined by Letaba Networks from time to time will also be payable.
- 7.6 Letaba Networks may only use the debit order facilities once the Customer has signed an application form which will then be deemed as the contract between the parties.

8. RE-CONNECTION AFTER DISCONNECTION

- 8.1 The Customer may be re-connected with the same or alternate services following disconnection after: Payment of ALL outstanding invoices and reconnection fees. Letaba

Networks will use its best efforts to reconnect a customer within 4 hours after payment of the invoice following a disconnection.

9. DELIVERY

- 9.1 Delivery shall take place as specified in the prescribed application form when all relevant information required by Letaba Networks has been supplied by the customer.
- 9.2 Goods shall normally be delivered within 5 working days. In the event of any delay in delivery for any reason whatsoever, the contract shall not be cancelled, and Letaba Networks shall not be liable to the customer in damages whatsoever.

10. SUSPENSION OF DELIVERIES

- 10.1 If any amount due and payable by the customer to Letaba Networks is in arrears, Letaba Networks shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between Letaba Networks and the customer.

11. RISK AND TRANSFER OF OWNERSHIP

- 11.1 Risk in the goods shall pass to the customer on delivery thereof, but ownership of goods shall only transfer to the customer on the date of the payment in full thereof.

12. CLAIMS AGAINST LETABA NETWORKS

- 12.1 Any claim against Letaba Networks arising out of goods sold shall be made to Letaba Networks in writing.

13. EXCLUSIONS

- 13.1 For a period of 12 months from the date of the invoice, if any of the goods as stipulated in clauses 1.1.5 and 1.1.6 are latently defective and for which the customer has a claim against Letaba Networks in respect of such goods, then Letaba Networks has the option to:
- Replace the defective goods; or
 - Reimburse the customer in respect of the price of the goods (excluding travel and labour); or
 - Offer the goods at a reduced purchase price to the customer.
- 13.2 A provider decision in terms of 13.1 conveyed to the customer other than in writing and signed by a member or director of Letaba Networks shall not be binding.

- 13.3 Letaba Networks shall not be liable under any circumstances whatsoever for any loss of profit or any direct or consequential damages arising out of any breach by it of any of its obligations under this contract.

14. BREACH OF CONTRACT

- 14.1 Letaba Networks shall be entitled to cancel this contract and/or any part and/or any other existing contract subsisting and claim immediate payment of any monies due notwithstanding any earlier agreement or credit if:
- 14.1.1 The customer fails to pay any amount due under this or any of the contract on the due date thereof;
 - 14.1.2 Any cheque given to Letaba Networks in respect of any indebtedness under this or any other contract is dishonoured;
 - 14.1.3 The customer is sequestrated or is placed in liquidation or under judicial management whether provisionally or final, or
 - 14.1.4 The customer commits any act of insolvency or enters a compromise with their creditors.
- 14.2 The Customer MAY NOT share or resell service provision to any third party unless permission is granted in writing by Letaba Networks, and discovery of such practices will result in the immediate termination of the services.
- 14.3 The customer may not complain or post unreasonable and negative comments on social media without following the proper support and complaints channels. Unreasonable comments and complaints on social media will result in the immediate termination of the services.
- 14.4 Abuse of personnel and use of foul language and general unacceptable behaviour will not be tolerated. Just as a customer expects common courtesy from Letaba Networks and its personnel, we should be afforded the same. Abuse of Letaba Networks' personnel will result in the immediate termination of the services.

15. ABUSE OF SERVICE

- 15.1 Letaba Networks reserves the right to terminate service in exceptional cases if, in its sole view, the customer is indulging in Network behaviour that is malicious, deliberately causing problems for other users, or is brought to the attention of Letaba Networks as being of that nature. Such instances would include, but not be limited to, 'Hacker attacks' on other sites, 'Denial of Service attacks' on other sites or 'Spamming'. The contract shall be interpreted according to the laws of the Republic of South Africa.

- 15.2 Letaba Networks is obliged to give any information e.g., data, movies, music, images from the customer's log files to ICASA and South African Police or any other international authorities if required.

16. CANCELLATIONS

- 16.1 The Customer may cancel this contract at any time, honouring the one-month calendar month cancellation periods, without providing a reason.
- 16.1.1 No credit note or refund will be issued for subscription fees in the cancellation period.
- 16.2 Letaba Networks may cancel this contract at any time, honouring the one-month calendar month cancellation periods, without providing a reason.
- 16.2.1 If there was any hardware installed or replaced in the three months preceding the cancellation notice from Letaba Networks, the Customer may request a credit note and refund and return the equipment.
- 16.2.2 No credit note or refund will be issued for subscription fees in the cancellation period.

17. SUPPORT AND MAINTENANCE

- 17.1 Letaba Networks shall make available a service number and online link on their Website.
- 17.2 Letaba Networks shall use reasonable endeavours during office hours and after hours to provide advice and support concerning the provision of the services.
- 17.3 Where appropriate, remote diagnosis and fault corrections shall be affected with reasonable care and skill. For the avoidance of doubt, Letaba Networks shall not be obliged to carry out any site visits or otherwise provide support other than by telephone.
- 17.4 Support hours shall mean 07:00 to 22h:00, 7 days a week, 365 days a year.

18. SERVICES

- 18.1 Base download and upload speed is provided on a best effort basis on both local and international traffic and is not guaranteed.
- 18.2 Quality video streaming, smooth Skype video calls, low latency online gaming, etc. are dependent on the upstream providers and on third-party providers (international gaming servers, video streaming services, etc.)
- 18.3 Letaba Networks cannot guarantee connectivity from their upstream provider's service and cannot guarantee uptime due to lightning storms or other natural disasters and damage to, or theft of infrastructure.

- 18.4 Letaba Networks will not be held responsible for any damages direct or indirect from their services rendered to the customer through the internet connection given, software, or hardware related.