



CONTRACT NUMBER: _____

Wireless Associate Service Providers CC t/a WASP

Bus Reg No: 2007/111736/23
 23 Viljoen Street
 Klerksdorp
 32 Buiten Street
 Schweizer Reneke

VAT No: 4200241364

Phone: 018 462 1724

Phone: 053 963 2995

Email: sales@wasp-sa.co.za

USERNAME: _____

USERNAME: _____

USERNAME: _____

USERNAME: _____

USERNAME: _____

USERNAME: _____

CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR A COMPANY		
Please ensure that all required documents are returned with your registration form. This will ensure speedy approval thereof.		
NECESSARY DOCUMENTS	TICK YES/NO	REMARKS
All fields completed correctly		
All pages initialled in bottom right hand corner (Subscriber and Witness)		
Company Registration Certificate CK1/CK2 or CM1/CM2		
Copy of Signatory's ID		
Copies of ID books of all Directors		
Copy of Company Letterhead and Company Profile		
Proof of Banking Details		
Copy of Proof of Address (municipal services account)		
Authority and Mandate for payment Instruction: completed and signed		
All pages of Terms and Conditions initialled in bottom right hand corner		

CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR PERSONAL USE		
Please ensure that all required documents are returned with your registration form. This will ensure speedy approval thereof.		
NECESSARY DOCUMENTS	TICK YES/NO	REMARKS
All fields completed correctly		
All pages initialled in bottom right hand corner (Subscriber and Witness)		
Copy of Proof of Address (municipal services account)		
Copy of ID		
Proof of Banking Details		
Authority and Mandate for payment Instruction: completed and signed		
All pages of Terms and Conditions initialled in bottom right hand corner		

OFFICE USE ONLY	
Account ID/Number	

ACCOUNT REGISTRATION DETAIL (Company or Personal)	
Company	Personal

- All Pricing is VAT Inclusive
- To connect to our network and subscribe to any of the WASP packages on offer, the necessary customer premises equipment (CPE) needs to be purchased from us and installed by us. Quotation will be provided
- Terms and Conditions of sale apply
- WASP shall be entitled to cancel any services with immediate effect should the subscriber abuse the network and not comply to normal standards set by the industry or non payment of agreed airtime subscription
- Contract activates on the date this contract is signed

Initial: _____

SUBSCRIBER SERVICE CONTRACT

(fields marked with an * are mandatory)

PERSONAL DETAILS / COMPANY DETAILS (all fields required)

Full Name		Contact Person	
Surname		*Company E-mail	
Title		*Company Mobile	
Identity/Passport No		Company Name	
Phone No Home		Trading Name	
Phone No Work		Company Reg No	
*Mobile No		VAT No	
Postal Address		Postal Address	
Postal Code		Postal Code	
Installation Address		Installation Address	
Suburb		Suburb and Town	
Town		Postal Code	
Postal Code		Company Phone	
*E-mail Address		Company Fax	
Next of Kin Name		Date Service Required	
Next of Kin Phone No		WASP Sales Person who assisted you	

PLEASE INDICATE THE TERM OF CONTRACT:

➤ MONTH-TO-MONTH BASIS (calendar-month cancellation notice)

➤ 12-MONTH BASIS (no cancellation within the 12-month contract period)

➤ 24-MONTH BASIS (no cancellation within the 24-month contract period)

➤ Annexure attached for promotion / custom deal ----->>>

Yes No

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Promotions and custom deals require you to mark the relevant contract period for such deal. You will also need to sign the Annexure for your deal.

INTERNET PACKAGES UNCAPPED (please mark your required subscription)

PACKAGE	Uncapped	Unshaped	Data Speed in Mbps DOWN / UP	VOIP & FOIP Ready	E-mail Accounts Included	Monthly Price	Mark Required with: X
TTB (Tough Times Buster)	Yes	Yes	3/1	Yes	1	R 250.00	
Springbuck	Yes	Yes	4/2	Yes	1	R 350.00	
Impala	Yes	Yes	6/3	Yes	1	R 595.00	
Oryx	Yes	Yes	8/4	Yes	2	R 890.00	
Kudu	Yes	Yes	10/5	Yes	2	R 1,150.00	
Sable	Yes	Yes	15/8	Yes	3	R 1,450.00	
Corporate Uncapped 25	Yes	Yes	25/25	Yes	4	R 2,950.00	

Initial: _____

INTERNET PACKAGES SOFT SPEED with FUP (Please mark your required subscription)							
PACKAGE	Reset (X1) per month *	Uncapped / Unshaped	Data Speed in Mbps DOWN / UP	VOIP & FOIP Ready	E-mail Accounts Included	Monthly Price	Mark Required with: X
Soft Speed 200 (FUP 200GB)	R 400	Yes	10/10	Yes	2	R 650.00	
Soft Speed 300 (FUP 300GB)	R 500	Yes	10/10	Yes	2	R 850.00	
Soft Speed 500 (FUP 500GB)	R 600	Yes	15/15	Yes	2	R 1,100.00	
Soft Speed 1000 (FUP 1000GB)	R 1,200	Yes	20/20	Yes	2	R 2,250.00	

- Soft speed packages throttle down to 1 Mbps for upload and download speeds when the FUP is reached - No cap on data usage
- 1 x Reset per month is allowed to burst speed back to full package speed with FUP counter set to zero again

DOMAIN AND E-MAIL HOSTING				
Service Required	Remarks	Qty required	Price per Service *	Sub Total Monthly
Domain Hosting *.co.za	Includes 10 Email accounts		R 171.00	
Domain Hosting *.com	Includes 10 Email accounts		R 250.00	
Extra 1 Email account *.co.za	Only for domains hosted on the WASP platform		R 15.00	
Extra 1 Email account *.com	Only for domains hosted on the WASP platform		R 20.00	
Extra 1 Email account *.wasp-sa.co.za	Extra mail account on the wasp-sa.co.za domain		R 20.00	

NEW DOMAIN REGISTRATION AND E-MAIL ACCOUNTS

Please list three choices for the possible name of your new Domain: *

1:)	2:)	3:)
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- Once-off fee will be charged to register new domains: R200 for *.co.za and R300 for *.com

List required email address names (without the @yourdomain.co.za)

PRICE FOR INCREASED MAILBOX SIZES

MAILBOX SIZE	Qty required	Price per Service *	Sub Total Monthly
Additional 1GB		R 20.00	
Additional 2GB		R 30.00	
Additional 3GB		R 40.00	
Additional 5GB		R 50.00	
Additional 10GB		R 80.00	

VOIP and FOIP PACKAGES

Service *	Price per item Monthly	Quantity Required	Extra DID required/Monthly	Monthly Sub Total
VOIP Service (1 Channel and 1 DID)	R 102.60		R 20.00	
VOIP Additional Channels	R 102.60			
FOIP Service (1 Channel and 1 DID)	R 171.00		R 30.00	
VOIP Service Hosted with WASP (1 Channel and 1 DID)	R 150.00		R 20.00	
VOIP Extension hosted on WASP PBX	R 28.50			

- Each VOIP or FOIP Subscription includes 1 x DID

Initial: _____

VPN LINKS WITHIN THE WASP NETWORK

Service	Speed	Service Required	Quantity Required (MINIMUM 2)	Price per Point •	Monthly Sub Total
Two and more points WASP Network•••	1024 Kbps			R 150.00	
Two and more points WASP Network•••	2048 Kbps			R 200.00	
Two and more points WASP Network•••	3072 Kbps			R 350.00	
Two and more points WASP Network•••	4096 Kbps			R 550.00	

••• VPN where points are all within the local WASP network

+++ Note that dedicated equipment is required for this service. Ask for pricing

ADDITIONAL AND SPECIAL SERVICES

Service Required ••	Remarks	Quantity required	Price per Service •	Sub Total Monthly
VPN Access	To Private LAN: 1 username & passw		R 171.00	

•• Service such as Web hosting, VPN Access

SUMMARY: TOTAL MONTHLY AMOUNT TO BE BILLED

+++ All pricing VAT inclusive.

+++ All services are prepaid and will only be activated once full agreed payment reflects on our bank statement

Internet Access:

Domain and E-mail Hosting:

VOIP and FOIP:

VPN:

Additional and Special Services:

Grand Monthly Total

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Initial: _____

BANK DETAILS AND DEBIT AUTHORISATION

Account Holder							
Bank Name				Branch Code			
Account No				Branch Name / Town			
Account Type	Current / Cheque		Transmission		Savings		

I, _____, ID/Passport number _____

hereby instruct WASP to debit my/company's bank account with the amounts which are due and payable in terms of this agreement.

You are entirely responsible for maintaining the confidentiality of your Account details, E-mail passwords and any other passwords. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify WASP immediately of any unauthorized use of your account or any other breach of security. WASP will not be liable for any damage, loss or liability of whatsoever nature that you may incur as a result of someone else using your Account details, either with or without your knowledge, WASP will not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any features on the WASP website. However, you could be held liable for losses incurred by WASP due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

I, _____, ID/Passport number _____,

the undersigned confirm the accuracy of the information contained in this document and warrant that I am duly authorized to sign this agreement as the Subscriber or on behalf of the Subscriber. I acknowledge that I have read, understand and agree to be bound by the Terms and Conditions upon signature hereof. I hereby consent to WASP performing a Credit Clearance Verification on the Subscriber

Date Signed: _____

Date Signed: _____

Witness: _____

Subscriber: _____



Wireless Associated Service Provider CC
PO Box 222
32 Buiten Street
Schweizer Reneke
2780



Mail: info@wasp-sa.co.za
Fax: 053 0500 120
Phone: 053 9632 995
Web: www.wasp-sa.co.za
Client Zone: clientzone.wasp-sa.co.za

Vat No: 4200241364

Business Reg No: 2007/111736/23

Authority and Mandate for payments Instruction: Electronic and Written Mandates

Given by (name of Accountholder) _____
Address _____
Bank _____
Branch and Code _____
Account Number _____
Type of Account _____ Credit Card / Current (cheque) / Savings / Transmission
Amount _____
Date _____
Contact Name _____
Contact Number _____
Abbreviated Name as Registered with the Bank: _____

This signed Authority and Mandate refers to our subscriber service contract dated _____.
I/We hereby authorise 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 authorised to be issued must be issued and delivered as follows: monthly.

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

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.

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.

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.

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 at _____ on this _____ day of _____

(Signature as used for operating on the account)

(Assisted by)

Agreement reference number is _____



IN THE EVENT THAT A UPS IS NOT INSTALLED AND WE ARE REQUIRED TO VISIT YOUR PREMISES DUE TO A POWER PROBLEM AND YOU HAVE NOT REBOOTED YOUR SYSTEM, THERE WILL BE A CALLOUT FEE

TO ENABLE YOU TO MAKE THE CORRECT DECISION, PLEASE FIND THE BENEFITS OF INSTALLING A UPS:

WHAT IS A UPS?

UPS is an acronym for **UNINTERRUPTIBLE POWER SUPPLY**. A UPS is a power protection device that will regulate the incoming power to acceptable parameters and will also supply a limited amount of power when there is no mains power. It has a number of functions, designed to protect almost all electronic devices. To understand why this device is so important, it may help to understand power a little better. If, in the past, you have witnessed flickering lights in your home or office, computers freezing up or restarting, then you may be suffering a power supply problem. What many people do not realize is that the power provided to their home or office is at times irregular and not necessarily a continuous 220V supply, which is the ideal voltage supply. However, even in residential areas this can often be more 280V or less than 190V. The experience could even be worse in industrial areas, if you live near or work in these zones, due to machinery being used and a drop in power that is being drawn from these zones. A basic standby UPS can sense the voltage is not good enough or within tolerance and will automatically go to battery power until normal power returns. Other units can adjust the voltage for the connected equipment to keep it at safe levels. High-end UPS models can give a perfectly stable output of 230V at all times regardless of input power. Other common power problems can be surges and spikes. This is where the incoming voltage jumps rapidly. A UPS can help fix most power problems.

WHY USE A UPS?

Power problems can and do occur every day

Lightning strikes on powerlines and electrical substations can cause substantial damage to electrical equipment, even to domestic and commercial users who are hundreds of kilometres away. However, many spikes, surges and noise occurring every day in homes and offices can have the same devastating effect on your computer hardware and software equipment as a lightning strike...

AN OVERVIEW OF ELECTRICAL DISTURBANCES:

SPIKES:

A Spike is a dramatic increase in voltage normally lasting only a few milliseconds. Cause: Car accidents resulting in fallen powerlines and lightning during an electrical storm. Result: Data corruption during a hard

disk read/write cycle as well as component breakdown due to over-specified voltage and/or out-of-range voltage.

BLACKOUT:

Total loss of mains power. Cause: Power grid overload, lightning, car accidents and earthworks. Result: Loss of unsaved current work and possible loss of entire hard drive contents due to a head crash or disruption of the file allocation table.

SURGE:

A short-term increase in supply voltage. Cause: The switching off of large electrical loads e.g. commercial air conditioners, fridges and industrial motors. Result: Damage or premature failure of delicate electronic components due to excessive dissipation of heat.

BROWNOUT AND SAG:

A Brownout is a long-term decrease in supply voltage, where a SAG is a short-term decrease in supply voltage, that lasts several hours. Cause: The switching on of large electrical loads e.g. commercial air conditioners, fridges and industrial motors. Other common causes are due to the over demand of utility power e.g. increased use of domestic air conditioners during summer months. Result: Possible head crash or disruption to the file allocation table due to the equipment's power supply hovering between power-on and power-off states, many times per second; also damage or premature failure of delicate electronic components due to excessive dissipation of heat.

NOISE:

EMI (Electronic Magnetic Interference) and RFI (Radio Frequency Interference), more commonly referred to as noise, is induced into the power supply. Cause: Radiation from high energy equipment such as welders, radio transmitters, fluorescent lights and electric switching equipment. These devices superimpose a distorted signal onto the sine wave. Result: Keyboard lock-up and data corruption through unsynchronized radical impulses being saved as legitimate data.

HOW DOES A UPS WORK?

A UPS is used in many ways. For the sake of this explanation we will use a computer as an example of a typical UPS application. A UPS works by regulating power to the electronic items you have connected to it (in the event of power surges or brownouts). In the event of a power failure, a UPS will alert you to the fact that there is no power and depending on the size of the UPS can either: shut down your computer; let your computer keep on running; alert you to the fact that there is a power failure which will allow you to shut down your equipment yourself. This means that anything you are working on can be saved and then shut your computer down and it also means that in the event of any form of power surge your computer is protected from damage.

We hope that we have given you sufficient information to stress how important it is to use a UPS on your computer and electronic equipment. By using a UPS you can keep your equipment running safely from power problems mitigating any damage or incurring replacement and repair costs.

I HAVE BEEN INFORMED BY THE REPRESENTATIVE OF WASP OF THE BENEFITS OF A UPS.

I DO WANT TO INSTALL A UPS

I DO NOT WANT TO INSTALL A UPS AND UNDERSTAND THAT EQUIPMENT DAMAGED DUE TO ELECTRICITY SURGES AND LIGHTNING STRIKES WILL BE FOR MY ACCOUNT

DATE

SIGNATURE

WIRELESS ASSOCIATE SERVICE PROVIDER T/A WASP GENERAL TERMS AND CONDITIONS

(Updated March 2019)

1. INTRODUCTION

- 1.1 Wireless Associate Service Provider t/a WASP provides access to the Internet and email functionality through a comprehensive offering of connectivity products available in the marketplace, including, but not limited to, fibre and wireless broadband. Various ancillary services come standard with Internet access and email, for example blog and expert forums, video albums, chat and discussion boards. WASP also offers various other products and services, hosting of websites, fax-mail and VPN.
- 1.2 These General Terms and Conditions include the Copyright Notice, Privacy Policy, Code of Conduct and Service Charter, and Take Down Notifications Procedure under "General", which are available on our Legal Notices Website.
- 1.3 These General Terms and Conditions apply to all products and services offered by WASP t/a WASP. The terms and conditions that are specific to a product or service, appear under "Products" or "Services" on our Legal Notices Website.
- 1.4 You will be required to agree to these General Terms and Conditions at the outset, and then to the relevant product or service specific terms and conditions when you decide to subscribe to a service or procure a product. A separate agreement will in each instance be concluded between us.
- 1.5 In the event of a discrepancy between these General Terms and Conditions and the product or service specific terms and conditions, the product or service specific terms and conditions will take precedence.

2. DEFINITIONS

- 2.1 Activation Date means the date on which WASP will give you access to and/or enable you to use a service;
- 2.2 Agreement means the General Terms and Conditions as defined in clause 1.2 together with the relevant product or service specific terms and conditions which are applicable to the services and/or products, including the Application Form provided to you by WASP;
- 2.3 Application Form means the document on which you selected your service or product of choice;
- 2.4 Authority means the Independent Communications Authority of South Africa ("ICASA");
- 2.5 Business Day means Monday to Friday, but excludes a day which is an official public holiday in the Republic of South Africa;
- 2.6 Business Hours means the hours between 08h00 and 17h00 on a Business Day;
- 2.7 Effective Date means the date on which you signify your acceptance of the terms and conditions prescribed by us for the provisioning of a service or product, be that in writing or by way of electronic medium, including telephonic acceptance and, in the event of any dispute as to said date of acceptance, the Effective Date shall be the Activation Date;
- 2.8 Electronic Communications Act means the Electronic Communications Act, 2005;
- 2.9 ECT Act means the Electronic Communications and Transactions Act, 2002;
- 2.10 Force Majeure means (including without limitation) in the event of war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract or any other cause beyond the reasonable control of WASP, that may result in a delay or a failure to provide the Service;
- 2.11 Intellectual Property Rights means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978;
- 2.12 Legal Notices Website means www.wasp-sa.co.za/legalpolicies
- 2.13 Marks means any trademarks, logos, brand names, domain names or other marks of WASP;
- 2.14 NCA means the National Credit Act, 34 of 2005;
- 2.15 Network Coverage means the geographical area within which the service can be accessed and used by you, as determined at the time coverage was established;
- 2.16 Network Operator means a company that owns an electronic communications network, and which makes such network and the electronic communications services conveyed over such network available to other industry players for commercial purposes (e.g. Telkom);
- 2.17 RICA means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 2.18 Website means www.wasp-sa.co.za
- 2.19 Subscriber means a user of the service; Subscribe or Subscription has a corresponding meaning;
- 2.20 WASP refers to Wireless Associate Service Provider CC
- 2.21 We, us and our means WASP, Registration Number 2007/111736/23, its affiliates and subsidiaries;
- 2.22 VAT means Value Added Tax as provided for in the Value Added Tax Act, 1991; and
- 2.23 You means the subscriber to the service.

3. CONCLUSION OF THE AGREEMENT

- 3.1 You warrant that you have the contractual capacity to enter into this Agreement with us.
- 3.2 When you apply for a service or product with WASP you will provide us with a certified copy of your identity document, proof of residential and/or business address and proof of income (a copy of your payslip or bank statements). In the event of a juristic person, you will provide us with the same information as above for your authorised representative, together with proof of address (certified copy of company letterhead) and a company resolution authorising the application and the company representative's capacity to enter into the Agreement.
- 3.3 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that WASP may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the NCA) ("Assessment Information") from registered credit bureaus in order to perform a financial means test to determine whether you will be in a position to meet your obligations under the intended agreement.
- 3.4 WASP is entitled to perform a financial means test each time you apply for a service or product.
- 3.5 An agreement for the service or product applied for will commence on the Effective Date. No agreement will come into effect in the event of a negative credit reference or risk assessment.
- 3.6 In this regard you consent to WASP requesting, receiving and reporting your Assessment Information from and to registered credit bureaus in accordance with the provisions and for the purposes of the NCA; and the sharing of such Information by registered credit bureaus and such other persons as contemplated in the NCA, for the prescribed purposes of the NCA.

- 3.7 The provisions of the ECT Act, apply to transactions and communications that are executed electronically, e.g. online or via fax. It does not apply to paper-based transactions, e.g. where you apply for a service or product at a retail shop by completing an Application Form in writing.
- 3.8 You are, in terms of section 44 of the ECT Act, entitled to cancel, without reason and without penalty, an electronic transaction and related credit agreement that was concluded electronically for the supply of:
- 3.8.1 products, within 7 (seven) days after the date of receipt of the goods; and
- 3.8.2 services, within 7 (seven) days after the date of the conclusion of the agreement, subject to the exclusions in section 42 (2) of the ECT Act which include (without limitation), services that began with your consent before the end of the aforementioned 7 (seven) day period, goods which, by their nature, cannot be returned, or computer software which is unsealed by you.
- 3.9 An instalment agreement, which falls within the ambit of the NCA, which was concluded at a location other than the registered business premises of WASP, but not electronically, may be terminated by you within 5 (five) Business Days of the date of signature thereof by you, by:
- 3.9.1 delivering a notice to WASP by hand or by registered mail; and
- 3.9.2 by tendering the return of any goods or paying in full for any services received by you, in terms of the instalment agreement.
- 3.10 In the event that a credit agreement as contemplated in clause 3.9 was concluded electronically, the 7 (seven) day period under the ECT Act as set out in clause 3.8 above will apply.
- 3.11 In the event that you cancel the contract, you agree to a one-calendar month notice period that is billable.
- 3.12 This Agreement will continue indefinitely, and you will be bound thereby for as long as you use any service or product offered by WASP. The Agreement will terminate simultaneously with the termination for any reason of all specific service or product offerings, as provided for in the service and product specific terms and conditions.
- 4. CONDITIONS OF ACCESS**
- 4.1 WASP will make the service available to you on the Activation Date.
- 4.2 WASP will issue a username and password to you prior to the Activation Date in order to enable you to gain access to and/or use a service. You will not be able to access and/or use a service without a username and password.
- 4.3 You agree that:
- 4.3.1 you will use your username and password for your own personal use only;
- 4.3.2 you will not disclose your username and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;
- 4.3.3 in the event that your password is compromised, you will immediately notify WASP to change your password;
- 4.3.4 you, in your capacity as the holder of the username and password, are solely responsible for all payments in respect of a service charged to your WASP account, irrespective of whether the service has been utilized or is being utilized by you or not;
- 4.3.5 the entire amount outstanding on your WASP account will be deemed to have arisen from (or relate to) your access to and/or use of a WASP service;
- 4.3.6 you will not, at any time, permit and/or initiate a simultaneous network log-in; and
- 4.3.7 you will not attempt to circumvent WASP's user authentication processes or engage in attempts to access WASP's network where not expressly authorized to do so.
- 4.4 You acknowledge that WASP will provide you with an opportunity in respect of all electronic transactions to:
- 4.4.1 review the entire electronic transaction;
- 4.4.2 correct any mistakes; and
- 4.4.3 withdraw from the transaction, before finally placing the order.
- 5. SERVICE DELIVERY, SERVICE AVAILABILITY**
- 5.1 WASP will make all its services and products available to you in accordance with the provisions of its Code of Conduct and Service Charter, which is available on our Legal Notices Website, at WASP's retail shops and on request.
- 5.2 Services or products procured arising from electronic transactions, as contemplated in clause 3.5, will be dispatched, delivered or rendered to you within 30 (thirty) days from the date on which we received your application, unless otherwise agreed to between us, failing which you will be entitled to cancel the agreement on 7 (seven) days written notice to us.
- 5.3 Where services or products are procured, arising from an electronic transaction as contemplated in clause 3.5, WASP will immediately notify you should WASP be unable to perform in terms of the applicable agreement where the services or products required by you are unavailable. WASP will under such circumstances refund any payments to you within 30 (thirty) days of the aforementioned notification of unavailability.
- 5.4 WASP will use reasonable endeavours to make its services available to its subscribers and to maintain the availability thereof for use by its subscribers.
- 5.5 WASP will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.
- 6. DATA RETENTION**
- 6.1 We will use reasonable endeavours to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:
- 6.1.1 we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever (including as a result of our negligence); and
- 6.1.2 we will delete all your data from our servers upon termination of this Agreement and any other agreement between us.
- 7. COMMUNICATION, COMPLAINTS HANDLING AND CONSENT TO ARBITRATION**
- 7.1 You agree that WASP may, from time to time, send you communications regarding (without being limited to) special offers, or discounts which WASP may negotiate for and offer to its subscribers, operational changes that may affect the services and/or new services or products launched or discontinued by WASP from time to time.
- 7.2 Complaints must be submitted to WASP and will be dealt with by WASP in accordance with the provisions of this clause 7.
- 7.3 Any payment default by you, arising from or in connection with, any service or product rendered or provided by WASP, will be excluded from the provisions of this clause, and WASP may, in our sole discretion, proceed to institute legal action against.
- 7.4 You are required to afford us an opportunity to resolve a complaint before you approach the Authority or refer the matter to Arbitration, as contemplated in clause 7.10 below.
- 7.5 You are required to direct a complaint to info@wasp-sa.co.za. Your complaint should include the following:

- 7.5.1 your name and surname;
 - 7.5.2 your account number;
 - 7.5.3 the date on which the complaint arose; and
 - 7.5.4 a brief description of what gave rise to the complaint.
- 7.6 WASP will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
 - 7.7 WASP will formally resolve your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is, for example (but without limitation), in the hands of a supplier or third-party service provider.
 - 7.8 You may approach the Authority or refer the matter to Arbitration as set out in clause 7.10 below, for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by WASP.
 - 7.9 The dispute will be referred to the Complaints and Compliance Committee of the Authority, in terms of section 17 (H) of the ICASA Act, in the event that the dispute is not resolved by the Authority itself as contemplated in clause 7.8.
 - 7.10 Subject to clauses 7.2 to 7.9 above, any dispute between the parties shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Klerksdorp and conducted in English before an arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
 - 7.11 The arbitrator shall have the power to give default judgement if any party fails to make submissions on the due date and/or fails to appear at the arbitration.
 - 7.12 These provisions shall not prevent either party from approaching the Magistrates or High Court to obtain timely interim or other relief in cases of urgency or breach of this clause.

8. PAYMENT

- 8.1 Billing will commence on the Activation Date.
- 8.2 You agree to pay all amounts due under this Agreement in consideration for a service or product, in accordance with the service or product specific terms under which that service is rendered or that product is offered. Amounts recorded in the service and product specific terms include transport costs and excludes VAT, unless otherwise indicated.
- 8.3 All amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of WASP (drawn against a current banking account nominated by you), or in such other manner as WASP may from time to time determine. You agree that:
 - 8.3.1 by furnishing your bank details to us, you instruct and authorize WASP to draw all amounts payable in terms of this agreement from the account specified (or any other bank or branch to which it may be transferred);
 - 8.3.2 that the debit order will commence on the Activation Date and continue until termination of this Agreement and the service or product specific agreement under which a service is rendered or a product provided;
 - 8.3.3 you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 8.3.
 - 8.3.4 in the event that the debit order be returned as unpaid, a penalty fee will be charged. The payment of this penalty fee must be made in addition to all outstanding amounts before the service will be reinstated
- 8.4 You are required to direct any complaint or dispute in connection with a payment to us in accordance with the provisions set out in clause 7 above. WASP will reach a decision on the billing complaint and communicate it to you within fourteen (14) business days of receipt of the complaint.
- 8.5 Should you fail to pay any amount on the due date, notwithstanding receipt of WASP's decision referred to in clause 8.4, then WASP may, without prejudice to any of its other rights:
 - 8.5.1 take all such further steps as may be necessary to recover the outstanding amount from you, including (without limitation) the use of debt collection mechanisms; and if the debt arises from an agreement which is a credit agreement, then in accordance with the collection and repayment practices as prescribed in the NCA;
 - 8.5.2 charge interest at the rate of 2% above the prime overdraft rate published by WASP's bankers from time to time on the overdue amount, calculated from the due date until the date of payment (both dates inclusive), which interest, if charged, will be capitalized monthly;
 - 8.5.3 suspend your access to the service without notice to you until such time as the outstanding amount has been paid in full, including the penalty fee for unpaid debit orders as per clause 8.3.4 above; or
 - 8.5.4 terminate this agreement with immediate effect.
- 8.6 Subject to the terms and conditions of any agreement entered into between WASP and a Network Operator, WASP shall be entitled to amend the fees or charges for its services or products at any time on 30 (thirty) days' notice to you as provided for in clause 20 below. Subject to the terms and conditions of any agreement entered into between WASP and a Network Operator and subject to the relevant product or service specific terms and conditions which are applicable to the services and/or products provided to you by WASP, you may terminate this agreement within 30 (thirty) days from the date of WASP's notification to you, should you not agree to the amendment, failing which the amendment will take effect on the date indicated in the notice.
- 8.7 WASP will use reasonable endeavours to inform you well advance, and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

9. RETURN, EXCHANGE AND REFUNDS

- 9.1 WASP's exchange, return and refund policies in respect of products, in particular hardware, provided to you under this Agreement are dealt with in the service and product specific terms and conditions.
- 9.2 WASP's policy in respect of exchanges, returns and refunds depends on the type of goods and the policy of the manufacturer or supplier thereof. Where the manufacturer or supplier does not have an exchange, return and refund policy in place, no mention of such policy will be made in the service and product specific terms and conditions.
- 9.3 Warranties, if any, will ordinarily be included in the hardware packaging.
- 9.4 WASP will consider requests for other refunds, for example where an account was debited with the wrong amount, on an ad hoc basis in accordance with the Billing Complaints Handling Procedure referred to in clause 8.

9.5 WASP will endeavour to put alternative measures in place where goods or products received by you in terms of this Agreement are defective and are taken in for repairs, subject to the availability of substitute goods or products and/or the terms and conditions of the commercial arrangement between WASP and the supplier or manufacturer of the goods or products.

10. SECURITY AND PRIVACY

- 10.1 WASP will take whatever action WASP may deem necessary and reasonable to preserve the security and reliability of its network.
- 10.2 You may not utilize any service in any manner which may compromise the security of WASP's network, or any other network connected to WASP's network, or tamper with a service or such a network in any manner whatsoever.
- 10.3 WASP takes reasonable steps to secure your payment information. WASP uses a payment system that is sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.
- 10.4 WASP will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website.

11. USER ETIQUETTE AND ABUSIVE BEHAVIOUR

- 11.1 You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:
 - 11.1.1 engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
 - 11.1.2 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service;
 - 11.1.3 use any service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personal rights;
 - 11.1.4 use any service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
 - 11.1.5 use any service in a manner that may infringe the Intellectual Property Rights or other proprietary rights of others, including (without being limited to) the transmission of pirated software;
 - 11.1.6 use any service in any manner which could damage, impair, overburden or disable the service or interfere with any other party's use or enjoyment of the service;
 - 11.1.7 use any service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
 - 11.1.8 repeatedly post gratuitous off the topic postings;
 - 11.1.9 gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the service to collect or attempt to collect personal information about third parties without their knowledge or consent;
 - 11.1.10 violate the privacy of any person or attempt to gain unauthorized access to the service or any other network, including (without being limited to) through hacking, password mining or any other means;
 - 11.1.11 use the service to engage in any illegal or unlawful activity;
 - 11.1.12 use the service for any commercial purposes or to obtain a financial gain, including (without limitation) advertising products and/or services or the resale of any of WASP's product or services;
 - 11.1.13 use the service in any manner that in WASP's sole discretion constitutes abuse of the service or of WASP's system; or
 - 11.1.14 be abusive towards WASP's staff or use language that is defamatory, discriminatory, obscene, offensive, threatening, abusive, harmful, hateful or are of a religious or racial nature.
- 11.2 Should you engage in any one or more of the above activities, which shall be determined in WASP's sole discretion and which decision shall be final, then WASP shall be entitled, without prejudice to any other rights it may have, to:
 - 11.2.1 without notice, suspend your access to the service concerned;
 - 11.2.2 terminate all agreements with you with immediate effect;
 - 11.2.3 bill you for any costs incurred by WASP as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of WASP's name or registered domain names and CPU cycles; and
 - 11.2.4 disclose information relating to the offending activity as may be required under the circumstances.

12. INTERCEPTION OF COMMUNICATIONS

You acknowledge that WASP and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in RICA, be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via WASP's or the Network Operator's network and you hereby consent to the undertaking of such activities by WASP and/or a third party Network Operator. WASP and/or a third-party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of WASP and/or a third-party Network Operator performing any activity referred to in this clause.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.
- 13.2 You are prohibited from using any of WASP's Marks without the prior written approval of WASP.
- 13.3 Other than as specifically provided in the product or service specific terms and conditions, WASP will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by WASP, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.

14. BREACH

- 14.1 Should you be in breach of any provision of this Agreement, other than the provisions of clause 11 above, or any provision of the service and product specific terms and conditions, then WASP shall be entitled, without prejudice to any other rights that it may have and without notice to you, to forthwith:
 - 14.2 afford you a reasonable opportunity to remedy the breach;
 - 14.3 suspend your access to a service; but in the case of a billing dispute only once the outcome of the investigation was conveyed to you as provided for in clause 8.4;

- 14.4 cancel all agreements concluded between us; or
- 14.5 claim immediate performance and/or payment of all your obligations in terms hereof.

15. INDEMNITY

- 15.1 You hereby unconditionally and irrevocably indemnify WASP and agree to hold WASP harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by WASP or instituted against WASP as a result of (without limitation):
 - 15.1.1 your negligent use of the service;
 - 15.1.2 any act of force majeure;
 - 15.1.3 your refusal to install a UPS to protect equipment from electricity surges and lightning strikes;
 - 15.1.4 your failure to comply with these General Terms and Conditions and a provision of any Agreements concluded between us;
 - 15.1.5 any unavailability of, or interruption in the service, as contemplated in clause 5 above.

16. LIMITATION OF LIABILITY

To the extent permitted by applicable law, WASP shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal finally determines, notwithstanding the limitation contained in this clause, that WASP is liable to you for any damages, WASP's liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for a service or product as contemplated in clause 8.2 during the immediately preceding 12 (twelve) month period in respect of the service or product which gave rise to the liability in question.

17. CERTIFICATE OF INDEBTEDNESS

- 17.1 The amount due and payable by you to WASP in terms of any agreement between us at any time, shall be determined and proved by a certificate signed by one of WASP's directors, whose appointment, qualification and authority need not be proved.
- 17.2 Such certificate shall be deemed to be a liquid document for the purpose of obtaining summary judgment, provisional sentence and/or any other judgment against you, unless you have reason to direct a dispute in connection with a payment to us in accordance with the Billing Complaints Handling Procedure as contemplated in clause 8.

18. CESSION AND DELEGATION

You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of WASP. WASP shall be entitled to sell, cede, assign, delegate, alienate, dispose or transfer any or all of its rights and obligations under and in terms of this Agreement to any of its affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes WASP's holding company, the holding company(ies) of WASP's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by WASP or are under common control with WASP.

19. JURISDICTION

Notwithstanding clause 7.10 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by WASP arising out of this Agreement, provided that WASP shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court and agree that costs shall be calculated in accordance with the tariff of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7.10 above.

20. AMENDMENT OF THIS AGREEMENT

WASP reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our website on a regular basis in order to determine whether any amendments have been made.

21. GENERAL

- 21.1 The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No variation or addition of this Agreement or the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties.
- 21.2 WASP is, in terms of section 43 of the ECT Act, required to make its contact details, its domicilium citandi et executandi and certain other information available to its Subscribers who enter into electronic transactions with WASP. This information is available on our website: www.wasp-sa.co.za
- 21.3 You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail.
- 21.4 No indulgence, leniency or extension of time which WASP may grant or show to you shall in any way prejudice WASP or preclude WASP from exercising any of its rights in the future.
- 21.5 You warrant that as at the date of signature of the application form, all the details furnished by you to WASP are true and correct and that you will notify WASP in the event of any change to such details.
- 21.6 All our terms and conditions can be accessed, stored, and reproduced electronically.
- 21.7 The physical address where WASP will receive legal service of documents/domicilium citandi et executandi is the following:
 - 32 Buiten Street
 - Schweizer-Reneke
 - 2780