MyWiFi ISP (Pty) Ltd 268 Marshall Street, Fauna Park, Polokwane, 0787. Admin/Billing: 015 004 0175 | Sales/Support: 076 068 4967 Email: payments.mywifi@gmail.com Website: www.mywifi-isp.co.za



ICASA LICENSE NO: [0217/RE/CECNS/JUN/2021], [0217/RE/CECS/JUN/2021]

Terms And Conditions

- The client consents to the jurisdiction of any competent South African Magistrate's Court for the adjudication of any legal disputes between MyWiFi ISP and the client. These terms and conditions are governed by and interpreted in accordance with the laws of the Republic of South Africa. Should any term of this agreement be deemed invalid, unlawful, or unenforceable, such term will be deemed void and severed from the remaining terms, which will remain valid and enforceable.
- 2. The terms and conditions may not be varied or canceled unless in writing and signed by both MyWiFi ISP and the client.
- 3. MyWiFi ISP reserves the right to remove any hosted content deemed illegal or upon receipt of a take-down notice. The company may suspend or terminate the client's service in cases of noncompliance with these terms, acceptable or fair use policies, or other contractual obligations.
- 4. Complimentary telephonic support is available daily from 08:00 to 17:00 via SMS, telephone, or WhatsApp and from 17:00 to 20:00 only via SMS or Whatsapp. On-site support will incur charges at MyWiFi ISP's current rates.
- 5. Installation services are provided at a once-off cost based on current rates. This cost includes travel, brackets, cables, antennas, and other necessary components. Installation encompasses the connection of already networked PCs or equipment to the Internet on the installation day. Additional cabling or connections for equipment will incur extra charges per network point.
- 6. MyWiFi ISP is responsible solely for providing and maintaining wireless connections, including Internet, VPN, CCTV, or other relevant content. The company does not provide IT support or maintenance. The client's IT personnel or IT support company must handle all IT-related matters beyond connectivity.
- 7. MyWiFi ISP does not guarantee protection against lightning damage or natural disasters to equipment. Clients are advised to take necessary precautions, including arranging suitable insurance. Ownership of the equipment transfers to the client on the day of installation. Lightning damage will not be grounds for refunds on data packages or early contract cancellations.
- 8. MyWiFi ISP does not provide email services.
- 9. MyWiFi ISP reserves the right to adjust pricing with one month's notice. New pricing will apply unless the client cancels the agreement in writing within the notice period.
- 10. Prepaid services may be canceled at any time by the client. If payment is not received by the first day of the month, no data will be allocated to the client. If payment is made after the first day of the month, the package will only be issued on the day of payment and will remain valid until the last day of that month.
- 11. If any payment due under the 12-month contract is not received by the due date, the client shall remain liable for the amount due for the reminder of the contract term. This includes any outstanding balance and any remaining payments that would have been payable if the contract had been fully performed by both parties.
- 12. Complaints can be reported via telephone at 076 068 4967 or email at mywifi@mweb.co.za. The Complaints Procedure is accessible on the website at www.mywifi-isp.co.za. MyWiFi ISP will strive to resolve complaints in accordance with this procedure.
- 13. The client indemnifies MyWifi ISP against any damage, loss, claims, or costs arising from:

- a. Work conducted in connection with the service being rendered.
- b. The removal of the service.
- c. Incompatibility of the client's computer equipment with the service.
- 14. The client acknowledges that additional fees may be incurred for work or maintenance outside the standard equipment warranty provided by MyWifi ISP. Such additional work must be paid upon receipt of the invoice.
- 15. Prepaid accounts that remain unpaid for three consecutive months will be deemed dormant and removed from the network.
- 16. Use of internet-related services is subject to MyWifi ISP's Acceptable Use Policy (AUP). The policy can be accessed online at http://www.mywifi-isp.co.za.
- 17. MyWifi ISP will not be liable for:
 - a. Loss of use, business interruptions, or any indirect, special, incidental, or consequential damages, including lost profits.
 - b. Loss of data caused by software security breaches, virus infections, or any other form of data loss while connected to the internet or otherwise.

This limitation of liability applies regardless of the form of action (contractual, direct, or otherwise) and even if MyWifi ISP has been advised of the possibility of such damages.

18. By using MyWifi ISP's services, the client warrants that they have read, understood, and accepted MyWifi ISP's Terms and Conditions, as well as the Acceptable Use Policy (AUP).