

## Terms and Conditions

### Fibre Line Installation

---

#### DEFINITIONS AND INTERPRETATION

In this agreement:-

1.1 Clause headings are for convenience and shall not be used in its interpretation.

1.2 Unless the context clearly indicates a contrary intention:-

1.2.1 an expression which denotes:-

1.2.1.1 any gender includes the other genders;

1.2.1.2 a natural person includes juristic entities and *vice versa*; and the singular includes the plural and *vice versa*.

1.3 The following expressions shall bear the meanings assigned to the below and cognate expressions bear corresponding meanings:-

<b>“The Act”</b>	means the Electronic Communications Act 36 of 2005, as amended from time to time, and any regulations, as may be amended or replaced from time to time;
<b>“Agreement”</b>	means the Installation Application Form and these terms and conditions which will apply to the Customer;
<b>“Application”</b>	means the online application form accessed on the WDW Website; which when accepted by WDW becomes a binding Service Order.
<b>“Asymmetrical”</b>	means when the upload service is not the same as the download service.
<b>“Authority”</b>	means the Independent Communications Authority of South Africa established in terms of section 3 of the Independent Communications Authority of South Africa Act, 2000 and its successors who govern and oversee the telecommunications and electronic communications industry;
<b>“Authority and Mandate”</b>	means the authorization the customer gives to WDW to debit the customer’s account monthly, on the selected date, which does not constitute the granting of credit or amount to a credit agreement;
<b>“Billing Start Date”</b>	The date from which WDW hands over fibre services and the customer’s internet is active.
<b>“Business Day”</b>	means Monday to Friday excluding any public holiday as defined under the Public Holiday Act, 36 of 1994

<b>“Charges”</b>	means the charges and any other charges or fees payable by the customer to WDW in respect of a Service, as set out or referred to in a Service Order and revised from time to time.
<b>“Commencement date”</b>	means the date when WDW has processed the Installation Application Form and notified the Customer that it has agreed to provide the Customer with the WDW Fibre Line and where applicable the CPE;
<b>“Connection Fees”</b>	means the once off fees which are payable by the Service Provider from time to time to WDW in respect of all fees and charges levied by WDW to the Service Provider attributable to the connection of the Customer to the WDW Network.
<b>“CPA”</b>	means the Customer Protection Act, 68 of 2008, as amended and any regulations published in terms thereof, as amended or replaced from time to time;
<b>“CPE”</b>	means the Customer Premises Equipment and associated fibre cable (including software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it, which meets the requirements of the Services selected by Customer in the Application Form;
<b>“Customer”</b>	means the person who has applied for and who WDW has agreed to provide the Fibre Line and CPE, where applicable, and who will be liable for the payment of the Installation Fees and for compliance with the Agreement.
<b>“Device”</b>	means any equipment used by Customers to connect to the CPE, to access, use or receive electronic communications services as defined in section 1 of the Act.
<b>“ECS”</b>	means any system of electronic communications facilities (as defined under section 1 of the Act, including without limitation satellite systems; fixed systems (circuit- and packet-switched); mobile systems; fibre optic cables (undersea and land-based); electricity cable systems (to the extent used for electronic communications services); and other transmission systems, used for conveyance of electronic communications;
<b>“Emergency Works”</b>	means works that are necessary at the time to put an end to, or prevent, the arising of imminent or existing circumstances likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the

Network or the network generated by a third party; (iii) substantial loss to WDW or any third party; and such other works in those circumstances necessary to execute Emergency Works.

- “Fibre Line”** means a single Fibre Line provided by WDW to the Customer which is an open, secure, high quality fibre connection between the Customer and WDW’s infrastructure over a fibre transmission network to provide the WDW Services and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
- “Installation”** means the physical act and labour of providing a Fibre Line and CPE to the Customer’s premise, and includes all physical work and materials required such as trenching, reticulation, splicing, termination and mounting of the CPE.
- “Installation Application Form”** means the agreement signed by Customer which authorizes WDW to install, manage and maintain the WDW Fibre Line and CPE at the Customer’s premises subject to the terms and conditions set out herein.
- “Installation Date”** means the appointment date on which the Installation is booked to take place and /or the date the Installation is completed whichever is later.
- “Installation Fees”** means the once-off fees which are payable to WDW by the Customer for the installation of the WDW Fibre Line.
- ““No Show” Cancellation fee”** means the once off cancellation fee payable from the customer to WDW in the event that the Customer is not available for the “Installation”.
- “Office Hours”** means Monday to Friday from 08:00 to 17:00, Saturday 09:00 to 13:00 excluding any public holiday as defined under the Public Holiday Act, 36 of 1994.
- “Once-Off Charges”** include but are not limited to installation, connection and/or activation charges and are non-recurring charges for the setup of a Service (including installation of any Service Equipment);
- “Parties”** means collectively, WDW and the Customer;

<b>“Personal Data”</b>	means all personal details conveyed to WDW by the Customer such as his/her identity, whereabouts, credit levels, financial status, earning capabilities, family members, likes, preferences and dislikes, which are required in order to process the application and required to determine current and future customer requirements;
<b>“POPIA”</b>	means the Protection of Personal Information Act no 4 of 2013;
<b>“RICA”</b>	means the Regulation of Interception of Communication and Provision of Communication Regulated Information Act 70 of 2002, as amended/replaced from time to time, and its related provisions, which apply to WDW and to the Customer;
<b>“Service”</b>	means the Service to be provided by WDW to the Customer as described in the Service Order Form and Service Annexures
<b>“Service Level Agreements”</b>	means the service level agreement entered into between WDW and the Service Provider.
<b>“Service Equipment”</b>	means the hardware, software, systems, cabling and facilities provided by WDW at the customer’s site in order to make the Service available. Service Equipment does not include the Network or any hardware or software that is the subject of a separate supply contract between the customer and the Provider.
<b>“Service Provider”</b>	means any WDW approved ECS and or ECNS licensed entity entitled to provide its services to the Customer over the WDW Network.
<b>“Symmetrical”</b>	means the download and upload services are the same
<b>“WDW”</b>	means WDW (Pty) Limited, Registration number 2019/141945/07 a private company incorporated in terms of the laws of the Republic of South Africa;

1.4 Any word or phrase defined in the body of the agreement as opposed to in clause 1.3 shall have the meaning assigned to it in such definition throughout this agreement.

1.5 If any provisions in a definition are a substantive provision conferring any right or imposing any obligation on any party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

1.6 Any reference to any legislation is to such legislation as at the signature date and as amended or re-enacted from time to time.

1.7 No provision of this Agreement is intended to contravene the applicable provisions of the Consumer Protection Act 68 of 2008, as amended or repealed from time to time (“the CPA”). All provisions of this Agreement, to the extent that they are governed by the CPA, are to be treated as qualified by the provisions of the CPA to the extent necessary, in order to ensure compliance therewith.

## ***2. AGREEMENT TO INSTALL FIBRE LINE AND CPE***

2.1 The Customer accepts and agrees that the terms and conditions set out hereunder will become binding on it once WDW has processed the Installation Application Form and agreed to provide the Customer with the Fibre Line and the CPE.

2.2 WDW reserves the right to amend these terms and conditions from time to time. WDW will give written notice to each Customer of such amendments and will place the amended terms and conditions on the WDW website at [www.wedowireless.co.za](http://www.wedowireless.co.za) and file such amended terms and conditions with the Authority, which amendment will be deemed to be incorporated into the Agreement and bind the Customer from the date that the amendment has been filed with the Authority.

2.3 Where, as a result of any amendment anticipated under clause 2.2, a Customer is of the view that such amendment is to its detriment; the Customer may terminate the Agreement without penalty provided that it gives WDW 30 (Thirty) Business days’ notice in writing of its decision to terminate the Agreement. Where a Customer terminates the Agreement as per his rights under this clause, such termination will be without penalty, save where the Customer has been given or has purchased but not yet paid for the Fibre Line and/or the CPE. In such a case the Customer will have a legal duty and WDW will have a legal right to demand from the Customer, full payment in respect of the Fibre Line and/or CPE, less any amounts which have already been paid to WDW in respect thereto prior to such termination. Should an amendment be made to the Agreement by the Service Provider, the Customer shall within 5 (five) days’ from notification thereof raise his/her/its concern in writing in relation thereto. Failure to do so, will be taken as a deemed acceptance thereof and shall consequently be binding on the Customer.

### **3. APPLICATION AND INITIATION OF SERVICES**

- 3.1 Each application for or subscription to a Service will constitute a separate contract between the Parties and WDW reserves the right to refuse to commence provision of a Service based on the Customer's prior conduct.
- 3.2 If the Customer is a juristic person, WDW may require one or more of its officers to stand surety for the Customer's obligations under this Agreement. Even if the Agreement has commenced, WDW may withhold providing the Services until the surety has been signed.
- 3.3 If the Customer has not complied with a requirement of this clause, WDW may delay providing the Services until the Customer has complied. If the Customer does not comply within a reasonable period, WDW may terminate this Agreement and will not be liable for any damage that the Customer may suffer as a result.

### **4. SERVICE ACTIVATION**

- 4.1 Once the customer submitted the Service Order to WDW, WDW may carry out any appropriate verification checks on the customer, to which the customer consents. Once WDW is satisfied with the customer's credit record and accepts the Service Order, it becomes binding on the parties.
- 4.2 In the event that the customer completes an application form for a fibre line, and such order is cancelled after it has been accepted by WDW, the customer will be invoiced for such fibre line accordingly.

### **5. EQUIPMENT AND SOFTWARE**

- 5.1 The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 5.2 In the event of failure of the Service Equipment, WDW will repair or replace (at its discretion) the Service Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Service Equipment is replaced, the customer must return the original Service Equipment to WDW.

- 5.3 The customer accepts any liability for any costs incurred by WDW as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by the customer' use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by WDW.
- 5.4 The Customer shall be held liable for any damage or loss of any terminal equipment (router/ONT/CPE), the cost of which will be obtained directly from the Fibre operator.
- 5.5 Except for the Equipment that the Customer has fully paid for, all Equipment installed or provided by WDW remains WDW's property and the customer agrees that he/she:
- 5.5.1 will take reasonable care with such Equipment;
  - 5.5.2 may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
  - 5.5.3 may not re-locate such Equipment without our knowledge and permission;
  - 5.5.4 will inform any landlord that such Equipment is owned by WDW and therefore not subject to any landlord's hypothec; and
  - 5.5.5 will return such Equipment to us at your own expense upon termination of the services to which the Equipment relates. If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.
  - 5.5.6 authorize us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment

## ***6. INSTALLATIONS OF THE FIBRE LINE AND CPE***

- 6.1 The Installation Fees is inclusive of the required Fibre Line and CPE.
- 6.2 The Fibre Line and CPE will at all times remain the property of WDW.
- 6.3 Where any other Device is required for the use of WDW Services, which is not provided by WDW, the Customer will be responsible for installing such device at its own risk, cost and expense.

- 6.4 WDW shall install the connections required for the use of the Fibre Line and the CPE at the Customer's premises against payment of the relevant Installation Fees as quoted by WDW.
- 6.5 WDW shall make reasonable endeavours to meet the Installation Date as requested by the Customer. However WDW gives no undertakings that it will be able to meet any Installation Date requested by the Customer, the Customer accepting that WDW will install the Fibre Line and CPE when it is in a position to do so, which will depend on the availability of equipment and service providers or contractors, whatever the case may be.
- 6.6 WDW will give the Customer notice of the Installation Date once it has received the CPE and secured the services of its WDW contractors and service providers for the purposes of installing the Fibre Line and CPE.
- 6.7 WDW will give the Customer notice of the Installation Date once it has received the CPE and secured the services of its WDW contractors and service providers for the purposes of installing the Fibre Line and CPE.
- 6.8 If the Customer fails to make him/herself available for the Installation date and confirmed time and fails to notify WDW at least 48 hours in advance, of their unavailability, WDW reserves the right to charge a "No Show" Cancellation fee. The "No Show" Cancellation Fee will be added to the Installation invoice after the installation is completed.
- 6.9 Only Devices that has been type approved by the Authority may be used in conjunction with the Fibre Line and CPE, and which Device must have all the technical and operational characteristics and modifications of the type that has been approved.
- 6.10 If the Device is modified, it may not be used in conjunction with the WDW Service until such time that the Authority has approved the modification.
- 6.11 WDW reserves the right to disconnect the Customer from the WDW Network and suspend or terminate the Fibre Line and CPE, where any Device that has not been approved by the authority or that has been licensed or approved but has been modified without the approval of the authority in terms of section 35 of The Act has been used in connection with the WDW Services or where the Device has been incorrectly installed or connected to the CPE and the Customer indemnifies WDW against any liability, loss or damage which WDW and/or the Customer may incur as a result of the unlawful or incorrect usage of such Device or the incorrect installation of the Device, whatever the case may be.

6.12 If the Customer is not the owner of the premises where the Fibre Line and the CPE is to be installed, the Customer must prior to any installation by WDW, obtain permission from the owner of the premises for the installation and the Customer indemnifies WDW against damages or claims resulting from the failure to obtain such permission including all and any costs which may have to be incurred by WDW should WDW have to remove the CPE and/or Fibre Line from the premises.

6.13 The Customer must at its own cost and expense provide suitable and adequate electrical power supply as may be required for the proper functioning of the Fibre Line and the CPE

6.14 The Customer must at its own cost and expense ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Fibre Line

## ***7. USE OF THE FIBRE LINE, CPE AND RELATED EQUIPMENT***

7.1 The provision of any Fibre Line to the Customer does not confer on the Customer any right to use the WDW Service, the CPE or any element thereof.

7.2 The provision of any Fibre Line to the Customer does not confer on the Customer any right to make the CPE, the Fibre Line or any element thereof available to other parties, for purposes for which a license or license exemption is required under the Act, unless the Customer where applicable, and required in terms of the Act, has been granted such a license or license exemption, and such a license or license exemption is in effect.

7.3 The Customer agrees to only use the WDW Services and the CPE or Device approved by the Authority and to comply with all relevant legislation applicable to the use of the WDW Services, CPE, and Device, including, without limitation, any license or license exemption that may be required in terms of the Act, and to use the WDW Service in accordance with such license, the Act, the Regulations, any applicable and relevant legislation and any notices or directives issued by the Authority from time to time.

7.4 The Customer will ensure and warrants that the WDW Services, the CPE, or the Fibre Line shall not be used for improper, immoral or unlawful purposes.

- 7.5 The Customer shall not resell capacity on any communications facility obtained from WDW including the WDW Services and CPE and Fibre Line or cede or assign his/her rights to use the aforementioned services and equipment or any element thereof or otherwise part control of them, without WDW's written consent.
- 7.6 The Customer shall not do anything or omit to do anything or allow anything to be done or omitted which infringes or may infringe WDW's rights as set out in the Act and WDW's license conditions.
- 7.7. The Customer must at all times whilst the Agreement is in place:
- 7.7.1 comply with any instructions issued by WDW which concern the Customer's use of the WDW Services, the CPE, the Fibre Line, or matters related thereto, and which may be required to ensure the provisioning of the WDW Services as a whole, or to protect the integrity of the WDW Network or to deal with emergencies;
  - 7.7.2 provide WDW with all information relating to the Customer's use of the WDW Services, CPE, the Fibre Line, and/or the WDW Network where the WDW Services are installed and being used and any other matters related thereto that WDW may reasonably require from time to time; and which may be required to ensure the adequate provisioning of the WDW Service, to protect the integrity of the WDW Network, or to deal with emergencies;
  - 7.7.3 allow WDW free access to his/her premises during reasonable hours to install, inspect, maintain or remove the Fibre Line and/or CPE.
  - 7.7.4 If, in any building where WDW must install the Fibre Line and/or CPE, the existing infrastructure is the opinion of WDW is of such a nature that it requires unreasonable work to be performed and/or excessive cost to install the Fibre Line and CPE, WDW may, at its discretion:
    - 7.7.4.1 refuse to provide the Fibre Line and/or CPE in that building or in any part thereof until the Customer have made at its own cost the necessary modifications to allow WDW to provide the Fibre Line and CPE;
    - 7.7.4.2 quote an installation cost in respect of the required modification, and if accepted by the Customer, install at the Customer's cost the required modifications.
  - 7.7.5 The WDW Network is designed to provide one Fibre Line per Customer per Customer's premise. In the event that the Customer requires additional Fibre Line/s to his or her premise, WDW reserves the right to quote an installation cost in respect of the required additional Fibre Line/s separately, and if accepted by the Customer, install at the Customer's cost the required additional Fibre Line/s.

## **8. FAILURE OF THE WDW SERVICES OR CPE**

- 8.1 Whilst WDW operates the WDW Network, WDW hereby advises the Customer that WDW does not operate in isolation but relies on certain services, equipment and/or infrastructure which are provided by a number of 3rd parties who provide separate but interrelated and connected services which as a whole, allows the WDW Network and the CPE to function. These 3rd parties operate as independent service providers who are not necessarily contracted by WDW and the Customer accepts and acknowledges this fact.
- 8.2 Whilst WDW will comply with and meet the Service Level Agreements and use its best endeavours to ensure that the WDW services and any CPE are operational at all times, WDW does not warrant that the WDW Services will be operational on a 24 (twenty four) hour 365 (three hundred and sixty five) days per year basis, this being due to the nature of the telecommunications industry and the network, which is dependent on the actions and/or input of a number of independent 3rd parties whom WDW has no direct control over.
- 8.3 WDW also advises and the Customer acknowledges and accepts that the CPEs are not manufactured by WDW, but are manufactured by third parties. In most cases, due to the provisions of the Act read together with the authority code of practice and guidelines, WDW will not be in a position to open certain CPEs or to test or operate the CPE before they are handed to the Customer in order to ensure that they are fit for purpose and / or are intact.
- 8.4 In light of the disclosures housed under clauses 8.1- 8.3 WDW stipulates and the Customer acknowledges that WDW cannot warrant or guarantee that the WDW services and / or the CPE will:
- 8.4.1 at all times be free of errors or interruptions;
  - 8.4.2 always are available;
  - 8.4.3 be fit for any purpose;
  - 8.4.4 not infringe on any third party rights;
  - 8.4.5 be secure and reliable, save where the WDW Services, the Fibre Line and / or CPE are found to be defective and such defect has been solely caused by WDW.

8.5 Notwithstanding the provisions of clause 8.4 above, WDW will use its best endeavours to notify the Customer in advance of any failure of, or interruption to the WDW Services, Fibre Line and / or the CPE and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability, where WDW is in a position to do so.

## **9. CHANGE OF PREMISES**

9.1. In the event that Customer decides to move and/or relocate to a different location and/or premises, WDW shall, provided the new location is in an area, where WDW operates a WDW Network and subject to the provisions of this agreement move the Customer's Fibre Line and CPE to the new premises and/or location in which case the Installation Fees will be payable.

## **10. RISK, THEFT AND LOSS OF FIBRE LINE, CPE AND RELATED EQUIPMENT**

10.1 Whenever any Fibre Line, Equipment and in particular the CPE is lost, stolen or destroyed, the Customer must immediately notify WDW and any police official at any police station in writing that the Fibre Line, the CPE and or any other WDW equipment has been lost, stolen, misplaced or destroyed.

10.2 Risk in and to the use of the WDW Services, the Fibre Line and CPE will pass to the Customer on the Installation Date. WDW reserves the right to hold the Customer liable for the cost to replace the Fibre Line, CPE and or any other WDW equipment, regardless of the cause of any such loss or destruction.

## **11. MAINTENANCE OF THE WDW SERVICES, FIBRE LINE AND CPE**

11.1 The Fibre Line and the CPE used by the Customer will be deemed to be in good working order until WDW is advised otherwise.

- 11.2. Unless clauses 11.5 or 11.6 apply, or save where expressly stated to the contrary, the costs in respect of any repair and/or maintenance of the WDW Network, the Fibre Line and the CPE will be incurred and covered by WDW.
- 11.3 The Customer must report all faults to his Service Provider and not to WDW directly. The Service Provider is responsible for first line support and will contact WDW if the problem has been identified as originating from the WDW Network. WDW will attend to faults reported by the Service Provider during Office Hours and/or as recorded in the Service Level Agreements, and will apply its reasonable endeavours to have the affected WDW Services restored in the shortest possible time, and in line with its Service Level Agreements.
- 11.4 The Customer is responsible for maintaining the CPE, used in connection with the WDW Services.
- 11.5 The Customer shall allow WDW and its agents all reasonable access to its premises for the purposes of the maintenance and repair of the WDW Fibre Line and CPE. If the Customer requests that a fault be attended to, and if the repair work needed requires access to the Customer's premises the Customer will make all reasonable efforts to provide WDW with access to the premises and acknowledges that the WDW Services cannot be restored until access has been provided.
- 11.6 If WDW determines that the fault reported by the Customer was caused by the Customer or by any Device, which WDW has not agreed to cover, in terms of the agreement the Customer will be liable for payment of the relevant call-out charges, as determined by WDW from time to time.

## ***12. RISK AND OWNERSHIP***

- 12.1 Ownership of The Fibre Line, the CPE, and access to the WDW Services will remain vested in WDW.
- 12.2 Notwithstanding the provisions of clause 12.1, risk in and to the WDW Services, The Fibre Line and the CPE will pass to the Customer on the Installation Date, including risk of loss, theft, destruction or damage.

### ***13. DEFECTS, LIABILITY, WARRANTIES, REPAIRS AND SUSPENSION OF THE WDW SERVICES***

- 13.1. WDW stipulates and the Consumer acknowledges that WDW cannot warrant or guarantee that the CPE will at all times be available, suitable for the intended purpose, are of good quality and in good working order, free of defects, free of errors or interruptions, fit for any purpose, do not infringe on any third party rights, or that they are secure and reliable.
- 13.2 Notwithstanding the above exclusions, should the CPE not meet the standards set out under section 55(2) of the CPA, and such defect or fault becomes apparent within 6 (Six) months after the CPE has been delivered by WDW to the Customer, then the Customer must immediately notify WDW of the defect and /or failure and where possible the Consumer must describe what caused the CPE to malfunction or to stop functioning; and
- 13.3. allow a WDW representative to inspect the CPE at his or her premises.
- 13.4 Where on inspection it has been found that the CPE is not in accordance with the standards set out in section 55(2) of the CPA as the case may be, WDW, either itself, or on behalf of the supplier and / or manufacturer of the CPE will either repair or replace the failed, unsafe or defective part of the CPE;
- 13.5 Where any failed, unsafe or defective CPE is found to fall outside of the minimum warranty period set out under section 55(2) of the CPA where applicable, then the supplier, manufacturer and in particular WDW will have no further responsibility or liability in relation to the CPE, save that it has the right to offer to repair or to replace the CPE, and WDW reserves the right to do this at the Customer's cost.
- 13.6 WDW may from time to time, and on notice where possible, or without notice where not possible, suspend the WDW Service and where applicable the right to use the CPE, or in its discretion disconnect the CPE from the WDW Network in any of the following circumstances:
  - 13.6.1. for modifications to, or planned maintenance of the WDW Network;
  - 13.6.2 for routine maintenance;
  - 13.6.3 if the Service Provider has failed to pay any amounts due to WDW by Due date as reflected in the invoice; or on their instruction to disconnect the Customer from the WDW Services;

- 13.6.4 where the WDW Services are suspended or discontinued as a result of 3rd parties experiencing problems on their infrastructure which has affected or disrupted the WDW Service;
  - 13.6.5 where certain WDW Services are being abused by the Customer or by Customers in general; and/or
  - 13.6.6 where the WDW Service or CPE is found to contain a security risk or shortcoming which enables the Customer to exploit the WDW Service to the detriment of WDW;
- 13.7 No interruption of the WDW Service referred to under clause 13.6 shall be deemed to have occurred during any modifications and/or maintenance window or any authorised suspension of a service and the Customer acknowledges that it shall have no claim against WDW in respect of all or any of the interruptions described under clause 13.6;
- 13.8 WDW may from time to time, and on notice where this is possible, or without notice where this is not possible, and without prejudice to any other claims or remedies, which WDW may have in terms hereof or in law, discontinue or terminate any part of the WDW Service and where applicable the right to use the CPE, or in its discretion disconnect the CPE from the WDW Network in any of the following circumstances:
- 13.8.1 where the WDW Service or CPE is found to contain a defect which enables the Customer to exploit the WDW Service to the detriment of WDW;
  - 13.8.2 where the WDW Service or CPE has reached the end of its lifespan and is uneconomical to maintain or continue;
  - 13.8.3 where there has been an insignificant interest in the use of a particular WDW Service or CPE; and/or
  - 13.8.4 in response to an instruction from the Authority or in terms of the Act or some other law or body the WDW Service or CPE is discontinued.
  - 13.8.5 where the Customer uses Devices that is not approved by the Authority for such use;
  - 13.8.6 if the Customer has received the WDW Fibre Line and CPE as a result of fraud or misrepresentation;
  - 13.8.7 if the Customer uses in connection with the WDW Service, CPE or Device that the Customer has obtained illegally;
  - 13.8.8 if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act or any other applicable legislation;

- 13.8.9 if the Customer does or allows to be done any act or omission, which in WDW's opinion will or may have the effect of negatively affecting the operation of the WDW Network and WDW Services;
- 13.8.10 if the Customer is using, or permitting the use of the WDW Service or any element thereof for any illegal purpose or in contravention of the Act, CPA and/or any act of Parliament;
- 13.8.11 if WDW has been instructed to do so by any authority competent to issue such instruction;

#### **14. LIMITED LIABILITY AND INDEMNITY**

- 14.1 WDW assumes no responsibility for the integrity, correctness, retention or content of information transported via the WDW Network.
- 14.2 Subject to the provisions of clause 14.3 below, WDW shall not be liable to the Customer or any other person whomsoever, under any circumstances whatsoever, or incur any liability for any loss or damages to the Customer or any other person or user, which arises or occurs as a result of the use of, or arising out of the provision of the WDW services; the Fibre Line; the CPE; or the installation, maintenance or removal of the connection, the WDW services, damage is direct or indirect, consequential or contingent and in particular WDW shall not be liable for any:
  - 14.2.1. loss of life,
  - 14.2.2 injury,
  - 14.2.3 medical expenses,
  - 14.2.4 support,
  - 14.2.5 financial loss or financial support,
  - 14.2.6 loss of earnings,
  - 14.2.7 loss of profit and/or income,
  - 14.2.8 loss of revenue,
  - 14.2.9 loss of business or goodwill,

14.2.10 any other special damages, or

14.2.11 any general damages incurred by the Customer, any user or any other person who may be using the WDW services, Fibre Line, CPE, to whatever extent arising, and the Customer indemnifies WDW against any claim or action, as described above, which may be brought by any person in this regard.

- 14.3 Where a Consumer suffers any loss or damages as a result of the use of the Fibre Line, or the CPE, the Customer in this case will be allowed to avail itself to the provisions housed under section 61 of the CPA, but subject always to the defenses and exceptions permissible and available to WDW and its service providers under section 61 of the CPA.
- 14.4 WDW only provides access to the Service Providers. WDW does not operate or control the information, services, opinions or other content of the Internet, and WDW makes no warranties or representation regarding any such information, services, opinions or other content. The Customer agrees that it shall make no claim whatsoever against WDW relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet. WDW reserves the right to take measures as may be necessary, in WDW's sole discretion, to ensure security and continuity of service on the WDW network, including but not limited to identification and blocking or filtering of internet traffic sources which WDW deems to pose a security risk or operational risk or a violation of its acceptable use policy. In addition, the Customer understands that WDW does not own or control other third party networks outside of the WDW network, and WDW is not responsible or liable for filtering or access restrictions imposed by such networks or for the performance (or non performance) within such networks or within interconnection points between WDW network and other third party networks.
- 14.5 The Customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. WDW shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.
- 14.6 The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Agreement.

## **15. CUSTOMER ASSISTANCE, COMPLAINTS AND DISPUTES**

- 15.1 WDW provides customer care to all Customers during Office hours, excluding times when it is unable to assist due to reasons beyond its reasonable control.
- 15.2 For faults however, the Customer must, once it experiences any trouble with any of the WDW Services and/or CPE bring the suspected problem to his or her Service Provider's attention.
- 15.3 WDW will use its best endeavours to attend to the complaint from the Service Provider as soon as it is possible, which will depend on the complexity and nature of the suspected problem, as logged, as well as resource/manpower availability, but subject always to the Service Level Agreements.
- 15.4 Where a Customer is of the view that the matter has not been resolved to the satisfaction of the Customer, the Customer will have the right to elevate the matter to the Authority, which can be done by contacting either:
  - 15.4.1 the complaints website <http://www.icasa.org.za> and selecting the tab "complaints"; or
  - 15.4.2 by email at [customers@icasa.org.za](mailto:customers@icasa.org.za).
- 15.5 The above rights set out under clauses 15.1 to 15.4 are without prejudice to both parties' respective rights to pursue a complaint or action in any other forum, which has jurisdiction over the matter including the rights to submit the complaint, dispute or action to the National Consumer Commission or to arbitration.

## **16. BREACH AND TERMINATION**

- 16.1 Should the Customer breach any term of this Agreement including any failure to pay WDW any monies on due date, then WDW shall give the Customer 7 (seven) Business Days' notice to rectify the breach. Should the Customer neglect or fail to rectify the breach within the 7 (seven) Business Days' notice period, then WDW will have the right to either suspend or to cancel the Agreement, without prejudice to WDW's rights to claim all and any damages which WDW has incurred in consequence of such breach.

- 16.2 Should WDW breach any material term of this Agreement, then the Customer will have the right to provide WDW with a letter requiring WDW to rectify the breach within a period of 30 (Thirty) Business Days. Should WDW neglect or fail to rectify such breach within the 30 (Thirty) Business Days' notice period, then the Customer may cancel the Agreement, which will be without prejudice to the Customer's rights to claim any damages which it may have incurred in consequence of WDW's breach.
- 16.3 Should the Customer be sequestrated, liquidated, WDW shall be entitled to immediately cancel this Agreement upon notice to the Customer.
- 16.4 The Customer agrees that WDW may register the details of the manner in which payments have been conducted by it or its agent, with any registered credit bureau.
- 16.5 The Customer shall be liable for all costs, including legal costs, and collection cost incurred by WDW in respect of the enforcement of any obligations of the Customer in terms of this Agreement and in the case of a Consumer, subject to the provisions housed under Regulation 44 (3) (aa) of the CPA.
- 16.6 Without prejudice to any other claims or remedies which WDW may have against the Customer in terms of this Agreement or in law, WDW may on 30 (Thirty) Business Days notice terminate the Agreement if the Customer has delayed the installation of the Selected WDW Service for longer than 3 (Three) months and hold the Customer liable for all and any abortive costs incurred by WDW in this regard.

## **17 CONSEQUENCES OF ANY TERMINATION**

17.1 After termination of the Agreement for whatever reason:

17.1.1 WDW may, on reasonable notice and in the Customer's presence enter the Customer's premises to remove the CPE and / or Fibre Line owned; and;

17.1.2 the Customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.

## **18. LEGAL ADDRESS FOR SERVICE (DOMICILIUM AND NOTICES)**

- 18.1 The parties choose the addresses set out below as their chosen place to receive legal notices (domicilium citandi et executandi)
  - 18.1.1 We Do Wirelessl (Pty) Ltd as per the address on their website
  - 18.1.2 the Customer at the physical or residential address specified in the Installation Application Form.
- 18.2 All notices given in terms of this Agreement shall be in writing.
- 18.3 The Parties shall be entitled from time to time by written notice to the other, to vary its contact details, which change will take effect on the date on which the notice is deemed to be received by the other party.

## **19. PAYMENT**

- 19.1 WDW shall provide the customer with a tax invoice once the installation has been completed.
- 19.2 The Customer agrees and undertakes to pay to WDW the Installation Fee as listed on [www.wedowireless.co.za](http://www.wedowireless.co.za) or as advised by WDW and as set out under the Invoice.
- 19.3 The Installation Fees are to be paid by EFT (Electronic Funds Transfer) to WDW's account stipulated on the Installation Application Form before or on the Installation Date
- 19.4 In the event that the Customer moves and/or relocates to a different location and/or premises where WDW operates a network, WDW shall charge the Customer the Installation fees for the moving and/or relocation of the Fibre Line and CPE.

## **20. WDW OBLIGATIONS**

- 20.1 In performing its obligations under the Agreement, WDW will at all times exercise the reasonable skill and care of a competent provider of fibre services.
- 20.2 WDW will use reasonable endeavors to ensure that each Service will conform to its service terms.
- 20.3 With respect to the provision of a Service or otherwise, except as expressly set out in the Agreement, all warranties, representations or undertakings, are excluded.
- 20.4 WDW will not be liable for compensation, costs or damages resulting from incorrect selection of Services, or resultant delays in rectifying such errors.
- 20.5 To the extent that the provisions of the CPA are applicable to this Agreement, in the event that the Customer alleges that there is a defect in the quality of the Services, the only remedy that the Customer will have against WDW, is to require WDW to remedy the defect in the quality of the Services performed.

## **21. CUSTOMER OBLIGATIONS**

- 21.1 The Customer shall only use the Service in compliance with South African Laws, the these terms and conditions. The Customer acknowledges that WDW has no obligation to assist the Customer in obtaining knowledge and/or clarity in terms of the applicable South African Law.
- 21.2 Where any Service is provided to the Customer with a predefined maximum allowable amount of resources, which includes, but is not limited to: bandwidth, traffic usage, data, memory, data storage, CPU or data cap (“Resource Allocation”) during a predefined period or term as applicable to the particular Service, such Resource Allocation may not be exceeded. In the event of such Data Allocation being exceeded by the customer, WDW shall charge the customer for such overage as applicable to the particular Service and at the prevailing overage rate for that Service.

- 21.3 The customer will provide WDW with such facilities and information as WDW may reasonably require to enable it to perform its obligations or exercise its rights under the Agreement.
- 21.4 The customer warrants and undertakes that he/she will:
- 21.4.1 use the Service Equipment only for the purpose of receiving the Service;
  - 21.4.2 not move, modify, relocate or in any way interfere with the Service Equipment;
  - 21.4.3 ensure and keep insured all Service Equipment installed at the Customer Site against theft and damage;
  - 21.4.4 not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment;
  - 21.4.5 The customer may not use the Services for any illegal or immoral purpose.
  - 21.4.6 not sell, resell or otherwise deal with the Services and or equipment which are proprietary to WDW in any manner whatsoever without its consent.

## ***22. FEES, CHARGES AND PAYMENT***

- 22.1 The customer will pay the Charges to WDW in accordance with this clause.
- 22.2 Call Charges to:
- 22.2.1 South African numbers shall be determined with regards to the relevant call termination rates as applicable from time to time;
  - and
  - 22.2.2 International numbers shall be determined in accordance with the rates and billing methodologies as charged by the upstream international termination partners from time to time.
- 22.3 Charges will accrue from the Billing Start Date and will be invoiced by WDW for:
- 22.3.1 Call Charges;
  - 22.3.2 Once-Off Charges;

22.3.3 Rental Charges and/or Monthly Fees monthly in advance. Service(s) provided for part of a month will be charged on a pro-rata basis.

22.4 Billing start date will commence the day of collection or delivery of the WiFi router.

22.5 Subject to a notice period of 5 Business Days, WDW reserves the right to impose a credit limit on any of its customers as it sees fit.

22.6 Any invoice for Charges will be due on issue of the invoice and must be paid by way of a debit order against the account details provided by the customer or by EFT.

22.7 The initial charges will be for any Once-Off Charges, pro-rata of the customer's first month plus one Monthly Fee in advance.

22.8 If any fees remains unpaid by the Customer beyond the due date of payment:

22.8.1 the interest rate will be charged at 2% (two percent) above the prime overdraft rate (percent, per annum), up to a maximum of 2% per month in accordance with the maximum interest rate allowed in terms of the NCA for incidental credit agreements;

22.8.2 interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears;

22.8.3 if the non-payment pass fourteen days from the due date, a letter of demand may be sent to the customer. If payment is not received after twenty business days from the date of notice, the customer's default will be listed on a registered credit bureau database, which will affect your credit rating.

22.9 Where a debit order is returned for whatever reason, the customer will be charged a R108 penalty. Should the outstanding amount remain unpaid after 7 days from the date of debit order, then WDW will suspend the customer's Services.

22.10 WDW may immediately suspend the supply of Services to the customer if the customer commits any act of insolvency.

22.11 WDW retains the right to suspend any and all its Services for non-payment (which may not be limited to the particular Service in question), and to withhold such Services until all arrears are settled in full on any and all products and Services. While Services are in a suspended state the customer will have no access to the Services, but will continue to be liable for the full cost associated with the Service(s) and no refunds or pro-rata of any kind will be provided to the customer for the period in which the Service was suspended.

22.12 If overdue amounts are paid in full, Services may be re-activated.

22.13 Fibre lines that have been suspended for non-payment will be cancelled with the Provider after 30 days, and the customer shall be notified thereof beforehand. Any reactivation after this 30-day period is at a fee of R999.00. Reconnection Fees are payable in full before any services can be reactivated. Fees where multiple Service(s) are affected, and may charge “escalating” penalties for repeated non-payment offences. Reconnection of Services may be subject to a waiting period of up to 72 hours, at WDW’s discretion, regardless of when payment is received or cleared. Any prior leniency shown in this regard will not prejudice WDW’s right to enforce such penalties in full at any time (within their discretion).

22.14 In the event of any non-payment in excess of 30 days, in addition to negatively listing the customer’s details with any credit bureau, WDW may submit such overdue amount for collection. Any and all costs incurred as such will be for the customer’s account.

22.15 Billing disputes:

22.15.1 In the case of billing disputes, the onus is upon the Customer to raise such disputes in good time to prevent interruption of services while the billing is in dispute. All invoices shall be sent to Customers by way of e-mail and the Customer is responsible to keep WDW informed of all changes to such e-mail addresses.

22.15.2 If the customer wish to dispute any invoice or part of an invoice falling due, the customer must deliver a notice in writing to [accounts@wedowireless.co.za](mailto:accounts@wedowireless.co.za) setting out the nature of the dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate.

22.15.3 WDW will reach a determination regarding the billing complaint and communicate its decision to the customer within fourteen (14) working days of receipt of the complaint.

22.15.4 Reparations will be made to Customers with successful disputes by means of an account credit or refund, at WDW’s discretion.

22.16.1 Should the Customer fail to pay any amount due to WDW for a continuous period of 60 (sixty) days, WDW shall be entitled, without further notice to the Customer, to:

22.16.2 permanently cancel the Customer’s Services, and

22.16.3 terminate the Customer’s fibre line with the Fibre Network Owner on the Customer’s behalf.

- 22.16.2 The Customer expressly authorises WDW to instruct the Fibre Network Owner to cancel the Customer's fibre line in the event of such non-payment, and acknowledges that WDW is not required to obtain any further consent or confirmation from the Customer.
- 22.16.3 The Customer shall remain fully liable for all cancellation fees, early termination charges, penalties, administrative fees, or any other charges levied by the Fibre Network Owner as a result of such cancellation.
- 22.16.4 The Customer acknowledges that once the fibre line has been cancelled with the Fibre Network Owner, reactivation may not be possible, and where reactivation is possible, it will be subject to:
- 22.16.4.1 the Fibre Network Owner's approval,
  - 22.16.4.2 settlement of all outstanding amounts owed to WDW and the Fibre Network Owner,
  - 22.16.4.3 payment of all reconnection or reinstallation fees, and
  - 22.16.4.4 applicable waiting periods.
- 22.16.5 The Customer shall have no claim of any nature against WDW arising from the cancellation of the Services or the fibre line in terms of this clause.

### **23. COMMENCEMENT AND TERMINATION**

- 23.1 Subject to the Service terms, the Agreement shall continue in effect for a period as stipulated in the Specific Service Agreement from signature date, and thereafter indefinitely until terminated by either party by giving the other party 30 days written notice of termination.
- 23.2 To downgrade or upgrade any Service package (changing the customer's existing package to a lower-cost package), the customer must provide notice to this effect of 1 Full calendar month , otherwise the customer will be charged the existing package.
- 23.3 Either Party may terminate the Agreement (or the relevant Service Order):
- 23.3.1 by giving 1 FULL calendar months' notice (not 30 days). All cancellations must be in writing and processed WDW;
  - 23.3.2 immediately by notice if the other Party has committed a material breach which is incapable of remedy;

- 23.3.3 immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 5 Business Days of having been notified of such breach; or
- 23.3.4 immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding 2 months.
- 23.4 WDW may terminate the Agreement (or a specific Service Order) immediately by notice if the Service provided for home/personal use and it is being utilised for other or business purposes.
- 23.5 WDW may terminate the Agreement (or the relevant Service Order) without notice if the customer fail to make any payment within 30 days of the amount becoming due.
- 23.6 WDW may terminate the Agreement (or the relevant Service Order) without notice if the information supplied to WDW is found to be incorrect or false;
- 23.7 Upon termination of the Agreement any accrued Charges not yet invoiced will become due and payable immediately on receipt of an invoice.
- 23.8 If the service order is cancelled by the CUSTOMER before the Fibre line is installed, then the customer will be liable for installation charges if work has been carried out by the fiber Provider and or contractor.
- 23.9 Upon such suspension or termination, the Customer:
  - 23.9.1 may not revoke from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against WDW, its servants, its agents or any other persons for whom it may be liable in law;
  - 23.9.2 will not be eligible for re-imbusement of any the Fees paid in advance for the Services, if applicable;
  - 23.9.3 may be barred from subscribing to any services with WDW in the future;
  - 23.9.4 may be listed with applicable authorities and credit bureaus.
  - 23.9.5 WDW may in its sole discretion determine the period of suspension it may deem necessary in consideration of the particular circumstances that gave rise to the suspension.

## **24. FORCE MAJEURE**

24.1 WDW shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of WDW

24.2 It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of WDW:

24.2.1 a Supplier's fault of interruption that affects the Service(s);

24.2.2 the non-performance, inability to perform or delay in performance by the upstream provider relating to the provisioning of equipment, services and/or facilities to WDW that affects the Service(s);

24.2.3 acts or omissions of any government, government agency, provincial or local authority (including disruption or suspension of the provision of municipal services) or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire;

24.2.4 all telecommunications infrastructure and communication line faults;

24.2.5 failure or unreasonable delay by the Customer to report faults/problems to WDW ; and/or

24.2.6 the failure of any hardware, software programs, applications(s) or any other computer systems (or any component thereof) or product or service of any third party on whom the Customer relies (whether directly or indirectly) to use the Service(s).

## **25. PERSONAL DATA**

25.1 WDW at any time reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied. WDW shall be entitled to provide any information relating to the Customer's account to any registered credit bureau.

25.2 The Customer warrants and represents that all information supplied by it is true, correct and complete and indemnifies and holds WDW harmless against all claims, of whatsoever nature, that arise, directly or indirectly, as a result of any incorrect information being supplied.

25.3 WDW will use the Customer's information strictly in accordance with the Regulations promulgated in terms of Section 69 of the Act and undertakes to use the Customer personal data only for the purpose for which it has been collected and undertakes that this processing will be carried out in accordance with any notice, consent or other requirement which may be required by any applicable law in force in South Africa from time to time.

25.4 The Customer accepts that RICA applies to the service rendered by WDW and the CPE which the Customer has requested WDW to provide under this Agreement, and agrees that it must, where applicable, comply with the requirements of RICA, including, without generalising:

25.4.1 To provide WDW with all required Personal Data and other details which WDW is required to obtain from the Customer, in terms of section 39 of RICA.

25.4.2 The Customer acknowledges and accepts that where it does not comply with the provisions set out under clause 14.4, that this will be a breach of RICA and this will give rise to a possible criminal charge and sanction being imposed against the Customer as per the requirements of RICA.

25.5 The customer's personal data will be dealt with in accordance with with POPIA and WDW's PAIA manual and Privacy Policy which may be found on WDW's website.

## **26. PASSWORDS**

26.1 The customer is responsible for maintaining the confidentiality of his/her password(s). In the event of a breach of security through the customer's account, the customer will be liable for any unauthorized use of the Services, including any resultant damages, until the customer notifies WDW.

26.2 The responsibility of all passwords and other related sensitive information is assumed by the customer, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on WDW.

## 27. GENERAL

- 27.1 Certain rights have been granted to a Customer who is a Consumer, as defined under the CPA. WDW reserves the right to withhold any of these rights and / or resultant benefits until such time as the Customer is able to prove to WDW, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer / and or in the case of a right which it is wanting to exercise under section 14 of the CPA, that it is an Individual Consumer. Where the Customer is unable to show that it is a Consumer or Individual Consumer, in such an event WDW reserves the right to reverse or call for restitution (a refund) of any rights or benefits which are permitted under the CPA and which the Customer has unlawfully taken advantage of.
- 27.2 The Customer agrees to supply WDW with such information, documentation and signatures that WDW may reasonably require at the time that the Agreement is concluded, in order to give effect to the payment arrangements of the Agreement. Any subsequent changes that affect the information supplied to WDW such as bank account, legal service address referred to under clause 14 must be brought to the immediate attention of WDW by the Customer in writing.
- 27.3 WDW shall be entitled to transfer (cede) its rights and/or to delegate its obligations arising from the Agreement and/or (hand over) assign the Agreement, wholly or partly, to any third party and it will give the Customer reasonable notice of this fact. The Customer shall not be entitled to cede, assign, encumber or delegate his obligations arising out of the Agreement without the prior written consent of WDW, which will not be unreasonably withheld.
- 27.4 Subject to and save where the right to amend the Agreement, has been specifically mentioned under the Agreement, neither party may vary the terms of the Agreement unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.
- 27.5 This document read with the relevant Installation Application Form (which is deemed incorporated herein by reference), contains the sole and entire record of the Agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of

time which either party (“the grantor”) may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

27.6 Where WDW is represented by any duly authorised representative, WDW’s authority need not be proved.

27.7 The Customer agrees that the Installation Application Form and the Agreement, in particular the face page may be scanned and the paper version destroyed, and agrees to the scanned version and waives his right to dispute the authenticity of the scanned version.

27.8 In the event of any one or more of these terms and conditions being unenforceable, these clauses will be deleted and severed from the remainder of the Agreement, which will nevertheless continue to apply, be binding and enforceable.

27.9 failure of WDW to enforce at any time the Agreement or any part thereof, or any right with regard thereto, must in no way be construed to be a waiver of the provision of the Agreement or to be an estoppel or novation or in any way to affect the validity of the Agreement. Any indulgence towards the Customer or the relaxing of the provisions of the Agreement must not prejudice the right of WDW to insist on the strict compliance by the Customer of its undertakings and obligations in terms of the Agreement.

27.10 Any intellectual property rights vesting in WDW, whether by statute or common law, will remain vested in WDW and the Customer agrees not to do anything or allow anything to be done that may infringe WDW’s rights and the Customer hereby INDEMNIFIES WDW against any claims, actions and proceeding that may arise as a result of the Customer infringing or violating WDW’s intellectual property rights.

27.11 Applicable laws and Jurisdiction This Agreement will be interpreted and governed by the Laws of South Africa

27.12 Testing over Wi-Fi : The service is a best effort Broadband service, WDW endeavors to ensure customers are receiving optimal speeds while connected via the ONT over LAN cable. The WDW’s router has Wi-Fi capabilities that delivers the bandwidth to customers’ home over a dual band frequency (this being 2.4GHZ and 5GHZ), Bear in mind that Wi-Fi has its limits due factors that interfere with Wi-Fi which is outside of WDW’s control.

27.13 Should the customer suspect that their line is not stable over the Fibre, please conduct a speed test directly over LAN cable and not Wi-Fi, and ensure the following:

27.13.1 Disable all devices connected to the router. This includes, VOIP phones, Tablets, cell phones , smart TVs etc...

27.13.2 Plug the router directly into the provider's CPE or ONT via the LAN/Ethernet cable into your computer (Note your computer CPU usage must not be over utilized when conducting the test).

27.13.3 Please do a speed test [www.speedtest.net](http://www.speedtest.net) and select the CipherWave Server

27.13.4 Conduct the speed test.

27.14 Should you be getting less than the speed the signed up for via LAN , please send screen shots of the testing to [support@wedowireless.co.za](mailto:support@wedowireless.co.za) or call 044 110 0199 and the technical team will assist you accordingly.

## **28. APPLICABLE DOCUMENTS**

28.1 The following legal documents accordingly apply to the provision of WDW' Services and are binding on any subscriber to such service:

28.1.1 Each provider's Standard Terms and Conditions for the provision of Services:

28.1.1.1 Frogfoot Networks - Standard Terms and Conditions

28.1.1.2 Octotel - Standard Terms and Conditions

28.1.1.3 Openserve - Standard Terms and Condition

28.1.1.4 Vivotel - Standard Terms and Conditions

28.1.1.5 Route Networks – Standard Terms and Conditions

28.2 Clients and potential clients are encouraged to familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

## ***29. APPLICATION FOR, USE OF, AND SUBSCRIPTION TO THIS SERVICE IS AT THE SOLE RISK OF THE CLIENT OR APPLICANT***

29.1 Uncapped Fibre data is not throttled or shaped. However, there may be circumstances beyond the control of WDW that may vary performance, based on demand, service breakdowns or technical outages. During this time, some services may be affected and not perform optimally. WDW will endeavor to improve or optimize services as much as possible during such periods as part of its duty to deliver the best product experience. This will not constitute shaping or throttling.

## ***30. REFERRAL PROGRAM***

- 30.1 Only existing Customers of WDW are eligible to participate in the referral program.
- 30.2 No cash or financial payments will be made to Customers. All rewards are allocated in the form of credits to the Customer's service account.
- 30.3 A credit will only be applied once the referred Customer has fully settled their first invoice.
- 30.4 Credits obtained through the referral program cannot be refunded to the Customer, and are not transferable or redeemable for cash.
- 30.5 WDW reserves the right to amend or terminate the referral program at any time without prior notice. Abuse of the program may result in disqualification from participation.