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accounts@vsinternet.co.za
17 Lukin road, Selborne
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Terms and Conditions

1.1 DEFINITIONS

- 1.2 "Acceptance Date" means the date on which the customer accepted this agreement.
- 1.3 "Activation Date" means the date on which VSI will give the customer access to and/or enable the customer to use a product or service;
- 1.4 "Agreement" means this agreement entered into between the customer and VSI
- 1.5 "VSI" means Virtualspot internet café cc, Registration number 2007/060263/23
- 1.6 "Business Day" means Monday to Friday, but excludes Saturdays and a day which is an official public holiday in the Republic of South Africa;
- 1.7 "Business Hours" means the hours between 08h00 and 17h00 on a Business Day;
- 1.8 "CPA" means the Consumer Protection Act, 2008;
- 1.9 "Customer" means a user or host of any VSI services;
- 1.10 "EC Act" means the Electronic Communications Act, 2005;
- 1.11 "ECT Act" means the Electronic Communications Act and Transactions Act, 2002;
- 1.12 "Equipment" means any device, equipment or hardware used to access the services or used in conjunction with the services;
- 1.13 "ICASA" means the Independent Communications Authority of South Africa;
- 1.14 "Juristic person" means a company or close corporation and includes a body corporate, partnership, association or trust;
- 1.15 "NCA" means the National Credit Act, 34 of 2005;
- 1.16 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002;
- 1.17 "Services" means any VSI internet access package and any other related internet services;
- 1.18 "VAT" means Value Added Tax as provided for in the Value Added Tax Act, 1991;
- 1.19 "Website" means www.ispconnect.co.za

2. DURATION, TERMINATION AND COOLING-OFF

- 2.1 The agreement will commence on the acceptance date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this agreement. In the event that the services applied for is not activated within 30 (thirty) days of the acceptance date due to an uncontrollable event, the agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.
- 2.2 The customer accepts that this is a 1year contract
- 2.3 Notwithstanding the termination of the agreement, in the event that the customer continues to use the services despite the termination of the agreement, the customer will remain liable for and promptly pay on demand all amounts that would have been due to VSI as a result of the use of or access to the services and this agreement shall be deemed to continue to apply until such time as all amounts due to VSI have been paid in full.



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2.4 - Right to Terminate:

In the event that this agreement is the result of a direct approach by VSI to the customer or constitutes an electronic transaction as contemplated within the Electronic Communications and Transactions Act (ECT Act), the customer shall possess the prerogative to unilaterally terminate this agreement without incurring any justification or penalty. This termination must be effectuated through written notice served upon VSI within a window of five (5) Business Days from the date of acceptance, particularly when services are exclusively rendered under the terms delineated within this agreement.

3 - Compliance with NCA and ECT Act:

VSI undertakes to employ reasonable efforts in the facilitation of its services to the customer, diligently endeavouring to ensure the perpetuity of accessibility thereto. Nevertheless, it must be expressly acknowledged that services are provided "as is" and "as available," devoid of any explicit or implicit warranties or guarantees, encompassing but not limited to perpetual error-free operation, uninterrupted availability, fitness for any specific purpose, non-infringement of third-party rights, security, or reliability. These terms are always subject to the statutory provisions outlined within the Consumer Protection Act (CPA) where applicable and are further subject to any relevant Service Level Agreement (SLA).

Additionally, VSI undertakes its utmost to furnish the customer with prior notice regarding any scheduled maintenance or repair activities that may potentially result in temporary unavailability of services. However, it is incumbent upon the customer to appreciate that such notifications may not invariably be assured.

4 - Financial Obligations:

The customer unequivocally consents to the remittance of all sums due under this agreement, inclusive of upfront installation costs before the commencement of the installation process. In compliance with the law, all monetary obligations prescribed herein are to be settled without deduction or offset, primarily via a direct debit order in favour of VSI, drawn against a designated current banking account nominated by the customer. Alternatively, settlement may be effectuated through mechanisms as determined by VSI at its discretion.

4.1 The customer further assents to the following:

- 4.1.1 VSI is duly authorized to draw all sums payable under the terms of this agreement from the specified account.
- 4.1.2 The initiation of the debit order shall commence on the activation date, persist without revocation until the termination of this agreement or the full and ultimate discharge of all sums due to VSI.
- 4.1.4 All requisite documentation and actions necessary to effectuate the debit order as stipulated herein shall be executed by the customer.
- 4.1.5 The inaugural invoice may pertain to a fractional month, subjecting the customer to charges reflective of the remaining days in the month during which the customer entered into the agreement, in addition to the subscription fee for the ensuing month.
- 4.1.6 In the event of the customer's default in remitting any sum on the stipulated payment due date, VSI reserves its prerogative, without prejudice to any alternative rights and remedies, to pursue all requisite actions, inclusive of debt collection mechanisms, suspension of the customer's service access or product utilization, following due notice, until such time that the outstanding sums are duly settled or the immediate termination of this agreement.

- 4.1.7 Furthermore, it is reiterated that all monetary obligations set forth herein shall be settled without deduction or offset, primarily via a direct debit order in favour of VSI, drawn against a designated current banking account nominated by the customer, or via alternative means as periodically determined by VSI. It is further acknowledged that several VSI products are inherently subject to monthly advance payments.

4.6 - Administrative Fee for Failed Debit Orders:

Should the customer's debit order not be honoured for any reason, VSI shall possess the entitlement to impose a reasonable administrative fee upon the customer.

4.7 - Amendment of Terms and Fees:

In the event of any proposed alterations to the terms of an agreement between VSI and any Third-Party supplier which could potentially impact the provision of services or products under the purview of this Agreement, VSI retains the right to amend the terms, fees, or charges related to its services or products at any juncture, following a notice period of thirty (30) days provided to the customer. Such amendments shall take effect as stipulated within the notice.

4.8 - Notification of Disconnection for Non-Payment:

VSI pledges to make reasonable endeavours to notify the customer well in advance, and in all cases prior to disconnection, regarding the prospect of disconnection in the event of non-payment.

4.9 - Tracing and Collection Costs:

To the extent that VSI incurs any ancillary expenditure associated with the tracking and/or retrieval of outstanding amounts, the customer shall bear responsibility for such costs, in accordance with applicable law, encompassing attorney and own client costs.

5 - Ownership and Care of Equipment:

- 5.1 With the exception of equipment for which the customer has made full payment, all equipment provided or installed by VSI shall remain the exclusive property of VSI. The customer hereby solemnly undertakes and agrees as follows:
- 5.2 To exercise reasonable diligence in safeguarding the equipment in question
- 5.3 To refrain from engaging in the sale, lease, encumbrance, transfer, assignment, or mortgage of said equipment;
- 5.4 Not to relocate the aforementioned equipment without obtaining the express knowledge and consent of VSI;
- 5.5 To duly apprise any landlord of the fact that the equipment is the rightful property of VSI and therefore not susceptible to any hypothecary claims by the landlord; and
- 5.6 To undertake, at the customer's own expense, the return of said equipment to VSI upon the termination of services to which the equipment is intrinsically linked.

6 - Breach of Agreement:

- 6.1 Subject to any other stipulations enshrined within these terms and conditions, in the event of the customer's violation of any provision contained within this Agreement, VSI is accorded the entitlement, without prejudice to any additional rights it may possess, and in accordance with the requirements or permissions established by law:
- 6.1.1 To afford the customer a reasonable opportunity to rectify the breach, taking into consideration the nature of the contravention;
 - 6.1.2 To suspend the customer's access to services;
 - 6.1.3 To effectuate the cancellation of all agreements previously consummated between VSI and the customer; or
 - 6.1.4 To assert immediate compliance with and/or payment of all obligations delineated within the confines of this Agreement
- 6.2 In the event of VSI resorting to the suspension, disconnection, or termination of the customer's services, VSI is duly authorized to impose a reasonable fee for the reestablishment of the customer's services.

7 - Indemnification:

- 7.1 The customer hereby unreservedly and irrevocably commits to indemnify VSI and agrees to hold VSI harmless from and against all forms of loss, damages, claims, liability, and costs, of any nature, arising under any circumstances, at any time, and by any means, sustained or incurred by VSI as a direct consequence of any claims initiated against VSI by a third party, excluding the customer. Such claims may emanate from:
- 7.1.1 The utilization of VSI services or products in a manner not sanctioned or prescribed by this Agreement;
 - 7.1.2 Any other causative factors directly connected to this Agreement or the provision of services or products to the customer, wherein the customer has acted negligently or failed to perform duties when incumbent upon them.
- 7.2 To the utmost extent achievable, the customer absolves itself of all responsibilities and liabilities for any form of damages or losses arising under any circumstances, including, but not restricted to, direct, economic, consequential losses, or profit losses, stemming from the utilization or incapacity to use the services in any capacity or from reliance on the services in any respect.
- 7.3 The customer undertakes to indemnify and shield VSI, along with its members, employees, agents, subcontractors and associates, against any claims, actions, applications, or other legal proceedings, inclusive of attorney's fees and ancillary costs, initiated by any third party and emerging from or in connection with this Agreement or the incapacity of any user to employ the services.
- 7.4 The customer expressly acknowledges its obligation regarding its own internet security and privacy and is strongly recommended to install firewalls and anti-virus software to safeguard its interests.

8 - Limitation of Liability:

- 8.1 Except where otherwise stipulated in this Agreement or when mandated by applicable law, VSI explicitly disclaims making or providing any express or implied representations, warranties, or guarantees concerning the availability, accuracy, reliability, timeliness, quality, or security of any products or services.
- 8.2 Without restricting the general scope of Clause 9.3, VSI shall bear no liability, and the customer shall have no claims

against VSI, under any circumstances, for: Any unavailability of or interruption in services due to unforeseeable events; Any damages, losses, costs or claims incurred by the customer resulting from the suspension or termination of services for any reason outlined in this Agreement.

- 8.3 Additionally, without prejudice to any other liability limitations specified in this Agreement and to the fullest extent allowed by applicable law, VSI shall not be held liable for any direct damages, regardless of the cause, and neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages related to or arising from this Agreement, whether resulting from negligence, breach, or any other cause. Should a competent court or arbitration body ultimately determine, notwithstanding the exclusion in this clause, that VSI bears liability for any damages, VSI's liability to the customer for damages, however arising, shall be confined to the amounts paid by the customer under this Agreement within the immediately preceding twelve-month period concerning the services or products that gave rise to the liability.

9 - Cession and Delegation:

The customer is prohibited from selling, ceding, assigning, delegating, or otherwise transferring its rights and obligations under this Agreement without prior written consent from VSI. Conversely, VSI is entitled to sell, cede, assign, delegate, transfer, or otherwise dispose of its rights and obligations under this Agreement to its affiliates or third parties without requiring the customer's consent or notice.

10 - Jurisdiction:

Notwithstanding any other provisions of this Agreement, the customer hereby consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa for any legal proceedings initiated by VSI arising from this Agreement. However, VSI retains the right, at its reasonable discretion, to commence such proceedings in the High Court of South Africa, in which case the customer consents to the jurisdiction of that court

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11 - General:

- 11.1 Both parties acknowledge and concur that this Agreement constitutes the entirety of their agreement and that no other agreements, guarantees, undertakings, or representations, whether oral or written, concerning the subject matter herein, shall be binding unless incorporated into this Agreement in writing and duly signed by both parties, regardless of the activation of services.
- 11.2 The customer agrees that VSI may send invoices or notices related to any agreements between the parties via email, unless otherwise required by law.
- 11.3 No indulgence, leniency, or extension of time granted or displayed by VSI to the customer shall in any manner prejudice or waive VSI's rights or prevent VSI from enforcing its rights in the future.
- 11.4 The physical address designated for the receipt of legal documents served upon VSI is as follows: The customer agrees that any invoices or notices sent by VSI to the customer in terms of any agreement concluded between the parties may be sent via e-mail unless otherwise prescribed by law.
- 11.5 No indulgence, leniency, or extension of time which VSI may grant or show to the customer shall in any way prejudice VSI or preclude VSI from exercising any of its rights in the future.
- 11.6 The physical address where VSI will receive legal service of documents is the following: **25 Darlington Road, Berea, East London**