

# TERMS & CONDITIONS

KCS ISP WILL NOT BE LIABLE TO THE SUBSCRIBER NOT TO ANY ASSOCIATED PARTY FOR DAMAGES, INCIDENTAL OR CONSEQUENTIAL, OF ANY NATURE WHATSOEVER

## CONTRACT TERM AND TERMINATION

- This agreement cannot be downgraded within the term.
- All equipment stays (where applicable) stays the property of KCS Internet Service Provider (Pty) Ltd until the end of the contract term.
- This contract shall commence on the date on which KCS ISP activates the service, such activation being at our sole discretion, and shall endure for the period as stipulated on the subscriber for (' initial period) and thereafter indefinitely until terminated by either party by giving the other party one calendar month written notice of termination or as otherwise agreed in writing by the parties. such notice of termination shall be effective from the first day of the next calendar month.
- Intention to terminate this contract must be communicated in writing to KCS ISP giving one calendar months' notice prior to the actual termination date.
- If the services and/or our agreement with you for the services and/or products is terminated for whatever reason before the initial period, you agree to pay us the sum of inter alia the monthly subscription or access charges payable for the rest of the initial period. As per CPA regulation's and all equipment will be removed and the installation amount will NOT be paid back to the client to redeem expenses.
- If the contract is terminated before the end of agreement period , the client will be liable for the full length of the remaining term.
- KCS ISP retains the right to cancel any service rendered at any time.
- KCS ISP (KCS Internet Service Provider) Retains the right to increase any fees as needed at any time during the contract term.
- All Internet Packages are best effort except where stated differently, all connections is subject to a FUP Policy ([www.kcsisp.co.za](http://www.kcsisp.co.za)).
- All peer to peer downloads & torrents have lowest priority and may be shaped if the network is under pressure.

## CHARGES

- The charges you agree to pay are those stated on the subscriber form, and may be increased from time to time unless a fixed term and pricing contract is entered into between the parties.
- The Subscriber must pay KCS ISP in advance for the selected service option, which payment must reach KCS ISP prior to the account expiry date. KCS ISP reserves the right to withhold access for overdue accounts, while the Subscriber shall continue to be liable for the service until the conditions of notice of termination are fulfilled. Direct debit payments may be processed up to 10 (ten) days prior to account expiry date in order to allow time to resolve any difficulties, which may arise.
- You agree to pay to us by debit order, unless otherwise agreed, by the specific date as per subscriber form.
- If your connection is suspended, the account holder will stay liable for the service term fees. There is a R100 reconnection fee.

## TRANSFERS

- KCS ISP will only be liable to do a transfer if the initial install was not done correctly due to poor workmanship, should the contract holder decide to chance/move residence it is for the client to contact the service provider and notify the service provider of the move, all costs for the transfer are for the contract holders account even though the equipment remains the property of KCS ISP property until the contract terms comes to an end.

## INVOICING

- Our monthly invoice shall be prima facie proof of the amounts owed by you for the services and/or products and of the other facts stated herein. you shall be responsible to advise in writing of any change of your invoicing address as stated in the subscriber form and in such written notice that shall be your chosen domicilium citandi et executandi for all purposes under the agreement
- The addresses on the subscriber form shall be the chosen domicilium citandi et executandi for all purposes under this agreement.
- all charges include VAT unless state to the contrary.

## SUPPORT

- We will provide the services in a professional and diligent manner and will respond to your requests for on-site maintenance and support, if applicable to the service you have requested, as soon as possible on our usual terms or as agreed in writing. should you request any additional of different service other than those in the subscriber form then such service will be subject to these terms and additional agreed terms and charges.

## WARRANTY

- All our Products and service supplied to you are warranted in accordance with industry norms against defective workmanship and components, but the terms of our warranty are subject to the manufacturers and/or suppliers terms of warranty as to duration, returns and handling procedures and any charges. to the extent such warranty terms do not accompany the product packaging then, upon request, we will provide you with specific applicable terms. the terms of such warranty will prevail over all other warranties and guarantees.
- If we should loan any product to you or if we are providing any products bundled with a service on a monthly rental basis then you bear all risk of theft, loss, damage or destruction.
- KCS ISP is not liable for any lighting damage or Acts of God.
- It is recommended that clients must install their own surge protectors as needed.

## BREACH

- Should a party (" the defaulting Party") commit a breach of any of the provisions of this agreement, then the other party (the aggrieved Party) shall, if such aggrieved party wishes to enforce its rights hereunder, be obliged to give the defaulting party 7 days' written notice to remedy the breach. if the defaulting party fails to comply with such notice, the aggrieved party shall be entitled to cancel this agreement against the defaulting party and/or to claim immediate payment and/or performance by the defaulting party of all of the defaulting party's obligation in respect of which it is in breach of this agreement in either event without prejudice to the aggrieved parties right to claim damages. the afore going is without prejudice to such other rights as the aggrieved party may have at law, provided always that, notwithstanding anything to the contrary contained in this agreement, the aggrieved party shall not be entitled to cancel this agreement for any breach by the defaulting party unless such breach is a material breach going to the root of this agreement and is incapable of being remedies by a payment in money, of if it is capable of being remedies by a payment in money the defaulting party fails to pay the amount concerned within 7 days after such amount has been finally determined and payment thereof by the defaulting party has been demanded in writing by the aggrieved party.

## JURISDICTION AND GOVERNING LAW

- This agreement and any matter arising from it shall be subject to the jurisdiction of the South Gauteng High Court.
- The parties herewith submit to the jurisdiction of the court referred to in this clause and appoint as their domicile for those purposes their respective addresses as set out in the services application form.
- This agreement shall be subject to and shall be governed by the laws of South Africa.

## GENERAL

- You agree that an electronically scanned and stored version of this document shall constitute sufficient evidence of its content and signature by you and us.
- If the Subscriber is a corporate entity or trust, then the signatory hereto who signs on behalf of the subscriber (the signatory) warrants that he is duly authorised to enter into this contract on behalf of the subscriber and to sign the debit authorisation, if applicable, on the subscriber's bank account.
- By his signature hereto the signatory hereby binds himself as surety and co-principal debtor on behalf of the subscriber unto and in favour of us for the due and punctual fulfilment of all of the subscriber's obligations to us arising out of this agreement including the payment of all charges and liquidated damages.
- KCS ISP is dependent on Fiber, Wireless Towers and cannot be held liable if/when the Fiber lines are down.
- Speeds cannot be guaranteed all connections are up to speeds.
- Signal can be influenced by Interference, lighting, wind and rains, some packages might not be available in certain areas.
- The subscriber shall be liable for all of his or her own hardware and other costs for connection to the KCS ISP services.
- The Subscriber shall not, without the express written permission of KCS ISP resell of make available to any third party such services as they might receive from KCS ISP.
- KCS retains the right to with hold any equipment passwords to protect the KCS network or where accounts are overdue.
- Home broadband packages are not recommended for VOIP services
- KCS ISP DO NOT keep any history of data used or sites visited.
- All WIFI passwords can only be changed at the clients premises, all WIFI password changes are charged at R150.00 per change.
- KCS ISP can not guarantee any pings or jitter to any server. KCS ISP can not be held liable for a high ping.
- KCS ISP will only measure pings with the international DNS ips of 8.8.8.8 & 8.8.4.4 & 1.1.1.1 a ping must not be higher that 150ms, tested directly from the client antenna

I, the undersigned have read and understand the terms and conditions as laid out above

FULL NAME(S):

SIGNATURE:

DATE: