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 028 384 1443  
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**Fibre Application & Contract**

Service agreement for THE COMPUTER HUT (PTY) LTD: CK- 2022/875245/07

<b>Fibre 24 Month Contract: Free Basic Install</b>		<b>Fibre Month To Month: R1800</b>		<b>Fibre Month To Month (Pre-paid): R1800</b>	
<b>SUBSCRIBER DETAILS</b>			<b>DATE OF APPLICATION:</b> /                    /		
NAME AND SURNAME OF APPLICANT					
ID NUMBER					
BUSINESS NAME (IF APPLICABLE)					
COMPANY VAT NUMBER (IF APPLICABLE)					
COMPANY REGISTRATION NUMBER (IF APPLICABLE)					
<b>INSTALLATION PHYSICAL ADDRESS</b>					
<b>RESIDENTIAL ADDRESS</b>					
HOME TELEPHONE NUMBER					
WORK TELEPHONE NUMBER					
CELLULAR NUMBER					
EMAIL ADDRESS					
<b>NEXT OF KIN</b>					
NAME AND SURNAME					
HOME TELEPHONE NUMBER					
CELLULAR NUMBER					
RELATIONSHIP (Required, example: husband, wife, son)					
<b>SPECIFY DESIRED WIFI SSID (NAME)</b>					
<b>SPECIFY DESIRED WIFI PASSWORD</b>					
<b>DOCUMENTS TO BE ATTACHED (NOTE: CAN NOT PROCEED WITH INSTALLATION WITHOUT THESE DOCUMENTS)</b>			<b>Copy of ID and Proof of Address of the installation location. (must not be older than 3 months if it's from an account for example Utility Bills, Bank Statements, Lease or Rental Agreement etc.)</b> <b>Company: If the account is registered under a company name, a CIPC document must be provided to confirm the company's details.</b>		

If form is to be completed electronically, save it before signing it. Please email the **SIGNED** version to [signup@tchwisp.co.za](mailto:signup@tchwisp.co.za) or deliver to 25 Dirkie Uys Street, Gansbaai

FOR OFFICE USE ONLY		SIGNATURE	DATE
CLIENTZONE CODE		SALES AGENT	
CLIENT IQ CODE		PROCESSING AGENT	
CLIENTZONE NAME		HANDOVER	
CLIENTZONE PW		TECHNICIAN AGENT	
INSTALL DATE		ACCOUNTS & BILLING	

## Fibre 24 Month Packages: Monthly Packages

**BASIC INSTALLATION & ACTIVATION FEE: FREE**

**(24 MONTH CONTRACT ONLY, PRICING CAN INCREASE WITH INFLATION DURING CONTRACT PERIOD)**

FREE INSTALL WIL BE SUBJECT TO A BASIC 30M INSTALLATION AND FREE TO USE EQUIPMENT, OTHER REQUIREMENTS WILL BE BILLED ACCORDINGLY. ALL EQUIPMENT WILL REMAIN THE PROPERTY OF COMPUTER HUT INDEFINITELY

Asymmetrical Packages (per month)				Symmetrical Packages (per month)			
FC-01-V8	15MBPS/5MBPS UNCAPPED	R460		FC-08-V8	*120MBPS/120MBPS UNCAPPED	R900	
FC-02-V8	30MBPS/10MBPS UNCAPPED	R560		FC-09-V8	*240MBPS/240MBPS UNCAPPED	R1050	
FC-03-V8	60MBPS/30MBPS UNCAPPED	R650		FC-10-V8	*500MBPS/500MBPS UNCAPPED	R1450	
FC-04-V8	*120MBPS/60MBPS UNCAPPED	R750		There are faster speeds available. Please contact sales for more info  *Clients will need special equipment to handle the speeds selected. Gigabit Routers is a must. Please speak to your sales agent on all other requirements that you may need if you need a fast fibre line.			
FC-05-V8	*240MBPS/120MBPS UNCAPPED	R950					
FC-06-V8	*300MBPS/150MBPS UNCAPPED	R1050					
FC-07-V8	*500MBPS/250MBPS UNCAPPED	R1295					

## Fibre Month To Month: Monthly Packages

**BASIC INSTALLATION & ACTIVATION FEE: R1800**

INSTALL WIL BE SUBJECT TO A BASIC 30M INSTALLATION AND FREE TO USE EQUIPMENT, OTHER REQUIREMENTS WILL BE BILLED ACCORDINGLY. ALL EQUIPMENT WILL REMAIN THE PROPERTY OF COMPUTER HUT INDEFINITELY

Asymmetrical Packages (per month)				Symmetrical Packages (per month)			
FM-01-V8	15MBPS/5MBPS UNCAPPED	R460		FM-08-V8	*120MBPS/120MBPS UNCAPPED	R900	
FM-02-V8	30MBPS/10MBPS UNCAPPED	R560		FM-09-V8	*240MBPS/240MBPS UNCAPPED	R1050	
FM-03-V8	60MBPS/30MBPS UNCAPPED	R650		FM-10-V8	*500MBPS/500MBPS UNCAPPED	R1450	
FM-04-V8	*120MBPS/60MBPS UNCAPPED	R750		There are faster speeds available. Please contact sales for more info  *Clients will need special equipment to handle the speeds selected. Gigabit Routers is a must. Please speak to your sales agent on all other requirements that you may need if you need a fast fibre line.			
FM-05-V8	*240MBPS/120MBPS UNCAPPED	R950					
FM-06-V8	*300MBPS/150MBPS UNCAPPED	R1050					
FM-07-V8	*500MBPS/250MBPS UNCAPPED	R1295					

## Fibre Month To Month: Pre-Paid Packages

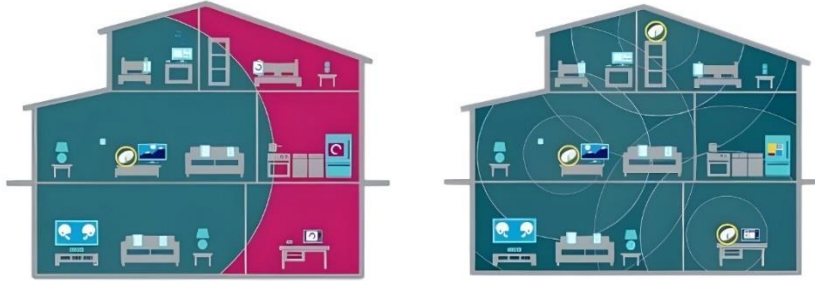
**BASIC INSTALLATION & ACTIVATION FEE: R1800**

INSTALL WIL BE SUBJECT TO A BASIC 30M INSTALLATION AND FREE TO USE EQUIPMENT, OTHER REQUIREMENTS WILL BE BILLED ACCORDINGLY. ALL EQUIPMENT WILL REMAIN THE PROPERTY OF COMPUTER HUT INDEFINITELY

SHORT TERM PRE-PAID OPTIONS (25Mbps/10Mbps)				LONG TERM PRE-PAID OPTIONS (250Mbps/250Mbps)			
TPRE-01-V8	3 DAY UNCAPPED	R150		FPRE-01-V8	500GB VALID FOR 12 MONTHS	R1950	
TPRE-02-V8	7 DAY UNCAPPED	R300		FPRE-02-V8	1000GB VALID FOR 12 MONTHS	R2450	
TPRE-03-V8	30 DAY UNCAPPED	R750		FPRE-03-V8	2000GB VALID FOR 12 MONTHS	R3350	

# Recommended Setup and Benefits

To ensure the best Wi-Fi performance and long-term reliability



**TRADITIONAL ROUTER**

**MESH WIFI SYSTEM**

Recommended Wi-Fi Coverage Requirements - Home/Business						
	100 M <sup>2</sup>		200 M <sup>2</sup>		> 200M <sup>2</sup>	
	Single	Multi-Floor	Single	Multi-floor	Single	Multi-floor
Survey Needed	No	✓	✓	✓	✓	✓
Recommended amount of Access Points for building size	Free to use Router	Free to use Router	Free to use Router	Free to use Router	Free to use Router	Free to use Router
	-	May require a 2 <sup>nd</sup> access point	May require more than 2 access points	May require more than 3 access points	On Site Assessment	On Site Assessment
Package Speed 15MBPS - 60MBPS	All-in-One Fibre ONU (Wi-Fi/Lan)	Fibre ONU + 100Mbps Router	Fibre ONU + Gigabit Router	Fibre ONU + Wired Mesh Access Points	Fibre ONU + Wired Mesh Access Points	Fibre ONU + Wired Mesh Access Points
Package Speed 60MBPS OR HIGHER	All-in-One Fibre ONU (Wi-Fi/Lan)	Fibre ONU + Gigabit Router	Fibre ONU + Wired Mesh Access Points	Fibre ONU + Wired Mesh Access Points	Fibre ONU + Wired Mesh Access Points	Fibre ONU + Wired Mesh Access Points

**Note:** The equipment listed above is a recommendation only. The Internet Service Provider reserves the right to install any suitable and compatible equipment on the day of installation, as required to complete the connection and ensure optimal performance.

Final equipment may differ from what is shown in this quotation or table, depending on availability, compatibility, or site-specific requirements. Please be aware that if you choose to accept the quotation at a later stage, additional fees may apply

## All Access Points Must Be Connected with Network Cables

Each access point (AP) is connected with a **network (Ethernet) cable** for the best possible speed and stability. Wireless linking between access points is **not used** in our installations. This ensures consistent high-speed internet throughout your property and no intermittent connections.

## Power for Access Points

Each access point requires power and can be powered in one of two ways:

- **12V Power Adapter** plugged into a nearby 220v wall socket.
- **PoE (Power over Ethernet)** through a PoE switch or injector.

PoE makes it possible to deliver both power and data over a single cable, ensuring a neat, professional installation with minimal cable clutter. The same PoE switch can also power **CCTV cameras** or **IP phones** if required.

## Recommended Network Cabinet / Central Equipment Space

It is recommended that a **central storage space** (such as a small network cabinet or shelf) be provided to house: The PoE switch, main router and ONU/fibre equipment, cabling and connections for the access points and other network devices. This area should have a **plug point, ventilation, and easy access** for future maintenance. A central location (for example, a passage cupboard or utility room) ensures shorter cable runs and a cleaner, professional setup.

## Placement of Access Points

Access points should be installed in **central parts of rooms or passages**, not behind furniture or metal objects. This positioning provides the best possible signal coverage and Wi-Fi strength across all areas.

## Meshing Package System Benefits

- Seamless Wi-Fi coverage throughout the property
- Fast and reliable connections for all devices
- No signal loss between rooms
- Clean and professional cabling and setup



## COMPUTER HUT: ADD-ON PACKAGES

<b>ROUTERCARE</b> Maintenance plan for your home network when weather or other factors causes you to be disconnected. This includes one router and one cable replacement. This is not an insurance policy. This is an agreement to maintain your network and keep you online.	R45 Per Month	
	R495 Per Year	
<b>STATIC PUBLIC IP</b> A Static Public IP gives your connection a fixed, permanent internet address, ideal for hosting servers, CCTV access, or remote connections. It ensures your IP never changes, making remote access and configurations reliable.	R75 PER MONTH	
For information on other Add-Ons please contact our office directly: <ul style="list-style-type: none"> <li>• <b>Micro-Mups:</b> Provides backup power to keep your equipment online during power outages</li> <li>• <b>Mikrotik:</b> Helps manage connections on your setup. <i>(Recommended if you have more than two Routers.)</i></li> </ul>		

## LINE RENTAL OPTIONS

For assistance with VoIP services, setup options, or related equipment, please contact our office directly to confirm available models and pricing	
R99 Per Month (Line Rental + R49 Free Promotional Airtime Included)	
R179 Per Month (Line Rental + R150 Free Promotional Airtime Included)	
R249 Per Month (Line Rental + R230 Free Promotional Airtime Included)	
R349 Per Month (Line Rental + R330 Free Promotional Airtime Included)	
R499 Per Month (Line Rental + R480 Free Promotional Airtime Included)	
R649 Per Month (Line Rental + R700 Free Promotional Airtime Included)	
For Custom Packages Please Contact Office	
<b>RENTAL ONLY</b> VOICE RATES, BILLED PER SECOND: <small>(Mobile 64c and 80c, Telkom 30c + Int)</small>	
TELKOM: <b>R0,30p/m</b>	TELKOM MOBILE: <b>R0,80p/m</b>
MTN: <b>R0,64p/m</b>	CELL C: <b>R0,80p/m</b>
VODACOM: <b>R0,64p/m</b>	COMPUTER HUT: <b>FREE</b>

## NUMBER PORTING R300 (once-off)

TELKOM ACCOUNT HOLDER NAME			
NUMBER TO BE PORTED			
TELKOM ACCOUNT NUMBER			
TYPE OF ACCOUNT	PRE-PAID		POST PAID
ID NUMBER			
ADDRESS WHERE NUMBER IS TO BE LOCATED			
<b>REQUIREMENTS:</b> <ul style="list-style-type: none"> <li>- COPY OF TELKOM BILL (All pages) PLEASE ENSURE THE ACCOUNT IS NOT IN ANY ARREARS.</li> <li>- DO NOT CANCEL TELKOM NUMBER UNTIL PORTNG HAS BEEN COMPLETED</li> <li>- COPY OF ID OF PERSON RESPONSIBLE FOR THE BILL</li> </ul>	SIGNATURE:		

<b>PAYMENT INFO FOR BANK DEBIT ORDER INSTRUCTION</b>	<i>CLIENT ACCOUNT NUMBER (Office Use Only):</i>		
DATE	15 <sup>TH</sup>	25 <sup>TH</sup>	1 <sup>ST</sup>
ACCOUNT HOLDER NAME			
ACCOUNT HOLDER ID NUMBER			
ACCOUNT HOLDER ADDRESS (If different to the above)			
ACCOUNT HOLDER EMAIL ADDRESS			
BANK NAME			
BRANCH NAME & CODE			
ACCOUNT NUMBER			
ACCOUNT TYPE			
DEBIT AMOUNT			
<p><b>Payment Terms and Conditions:</b></p> <p><b>Acknowledgement:</b></p> <p>I hereby instruct and authorize THE COMPUTER HUT (PTY) LTD (Abbreviated Short Name: TCH) to draw against my account with the above-mentioned bank. I hereby agree that it is my duty to inform THE COMPUTER HUT (PTY) LTD of any personal or bank detail changes, in respect of the above-mentioned agreement and continuing until termination of our agreement or until cancelled in writing by me. Where invoices (e.g., Technical Invoices) are sent to me for manual payment (e.g., Cash; EFT) and are not paid by myself within 7 days from invoice date, I instruct THE COMPUTER HUT (PTY) LTD (Abbreviated Short Name: TCH) to deduct these outstanding amounts via debit order instruction from my account. All such withdrawals from my account by THE COMPUTER HUT (PTY) LTD shall be treated as though I had signed them personally. I understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. I agree to pay any bank charges relating to this Debit Order instruction. I may cancel this authority by giving you thirty (30) days' notice in writing, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was enforced if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be).</p> <p>Kindly note by signing the Debit Order authorization, THE COMPUTER HUT (PTY) LTD do not waiver their contractual and or common law rights to claim the outstanding amount or debt from me should the debit order or any instalment made under it not be honored. I understand that the onus will be mine to inform THE COMPUTER HUT (PTY) LTD of closure of the account to which the Debit Order applies, or should it come to my knowledge that the account will not have sufficient funds. I grant consent that THE COMPUTER HUT (PTY) LTD may re-submit a dishonored debit order payment on the following payment date until the capital owed to THE COMPUTER HUT (PTY) LTD has been paid in full.</p> <p>I understand that this Debit Order will not by its mere implementation create a credit agreement or transaction as defined in the National Credit Act 34 of 2005 and that I shall still be liable under common law or I shall remain liable in terms of any agreement concluded between me and THE COMPUTER HUT (PTY) LTD and I shall remain liable for any interest/legal costs as agreed with THE COMPUTER HUT (PTY) LTD or as prescribed in the Prescribed Rate of Interest Act 55 of 1975. I consent that THE COMPUTER HUT (PTY) LTD may process and supply my information as contained in this form to my Bankers and to THE COMPUTER HUT (PTY) LTD to give effect to the implementation of this Debit Order authorization. I understand that THE COMPUTER HUT (PTY) LTD shall have no liability if my Bankers incorrectly or not at all implement this Debit Order. I understand that the banking costs for the implementation of this Debit Order or for the re-submission of any instalment made in terms hereof will be for my account. I undertake to immediately inform THE COMPUTER HUT (PTY) LTD of being placed under business rescue, being voluntary or compulsory sequestrated or being liquidated. In the event of a Debit Order not being debited from my account because of such payment/order being on a Saturday/Sunday or South African Public Holiday, I authorize THE COMPUTER HUT (PTY) LTD to re-submit payment of such Debit Order on the next business day following the Saturday, Sunday, or Public Holiday.</p>			
<p><b>TERMS AND CONDITIONS</b></p> <p>Welcome to THE COMPUTER HUT (PTY) LTD. We look forward to maintaining a close and long-term relationship with you. The terms and conditions set out on <a href="http://www.thecomputerhut.co.za">www.thecomputerhut.co.za</a> reflect the level; of detail involved and thus the care that we take. Please take a few minutes to look over them. Thank you for choosing THE COMPUTER HUT (PTY) LTD – Billings Service Management on behalf of THE COMPUTER HUT (PTY) LTD</p>			
<p><b>Signatures</b></p> <p>Please ensure that all the details contained in this document are correct. By your signature to this Agreement, you acknowledge that you have read and understood the terms and conditions of this Agreement.</p>			
<p>Signed at _____ on this _____ day of _____ 20_____</p>			
<p>Please Print Name</p>			
<p>Customer Signature</p>			

**Welcome to The Computer Hut. We look forward to maintaining a close and long-term relationship with you. Please pay special attention to these clauses and make sure you understand them. If you do not understand something, please get us to explain it to you. Version 7: July '24**

## DEFINITIONS

**Activation Date** - means the date on which THE COMPUTER HUT (PTY) LTD will give you access to and/or enable you to use the Service.

**Application** - means the online or any other written request for initiation/activation of a Service(s) and / or the provision of Good(s), which, when accepted by THE COMPUTER HUT (PTY) LTD, becomes a binding Service Contract.

**AUFUP** - means the Acceptable Use and Fair Use Policy as published on THE COMPUTER HUT (PTY) LTD's webpage.

**Customer or Client** - is the party described on any Application or Service Contract executed between it and THE COMPUTER HUT (PTY) LTD.

**Agreement** - means the agreement concluded between you and THE COMPUTER HUT (PTY) LTD which agreement will be exclusively governed by these general terms and conditions.

**Emergency Maintenance** - means maintenance to THE COMPUTER HUT (PTY) LTD System intended to remedy existing circumstances or prevent imminent circumstances that are likely to cause danger to persons or property, an interruption to the Communication Services, or substantial loss to THE COMPUTER HUT (PTY) LTD, the Customer or any third party.

**Good Industry Practice** - means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this Agreement. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents.

**Provider** - means the last-mile fibre installer.

**Business Day** - means Monday to Friday but excludes Saturdays, Sundays and a day which is an official public holiday in the Republic of South Africa.

**Business Hours** - means the hours between 08h00 and 17h00 on a Business Day.

**CPA** - means the Consumer Protection Act, 2008.

**ECT Act** - means the Electronic Communications and Transactions Act, 2002.

**Effective Date** - Is deemed to be the first date upon which you and THE COMPUTER HUT (PTY) LTD to agree that the debit order shall commence.

**THE COMPUTER HUT (PTY) LTD, we, us and our** - means THE COMPUTER HUT (PTY) LTD

**THE COMPUTER HUT (PTY) LTD Marks** - means any trademarks, logos, brand names, trade names, domain names or other names or marks of THE COMPUTER HUT (PTY) LTD whether registered or not.

**Initial Term** - The period of twelve (24), twenty-four (24) or thirty-six (36) month(s) from the Agreement Date or any other period as it would have been agreed in the initial term as indicated above between you and THE COMPUTER HUT (PTY) LTD. (as elected by the Customer in the FSA).

**Intellectual Property Rights** - means the copyright in any work in terms of the Copyright Act, No. 98 of 1978, and includes without limitation the right to reproduce that work, the rights in respect of a trade mark conferred by the Trade Marks Act, No. 194 of 1993, the rights in respect of a design conferred by the Designs Act, No. 195 of 1993, and the rights in respect of a patent conferred by the Patents Act, No. 57 of 1978 including any applications for the a foregoing and any names, licences, know how, trade secrets and data associated with the a foregoing;

**Juristic Person** - means a company or close corporation and includes a body corporate, partnership, association, or trust.

**Legal Notices Website** - means <https://thecomputerhut.co.za/>

**NCA** - means the National Credit Act of 2005.

**Offer** - The offer by THE COMPUTER HUT (PTY) LTD to you to provide you with the Services on the terms and subject to the conditions set out in this document.

**POPIA** - Protection of Personal Information Act, 2013 (Act No. 4 of 2013). The policy purpose and objective are to give effect to the provisions of POPIA to safeguard personal information.

**RICA** - means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2003.

**Registration Date** - means the date on which you register and thereby accept the Agreement, by way of signing this document below.

**Service** - means THE COMPUTER HUT (PTY) LTD services selected by you.

**Service Contract** - means these Standard Terms & Conditions, including all the terms and conditions contained herein and as published on THE COMPUTER HUT (PTY) LTD website, the Service Application, the Debit Order Instruction, the Rental Application (if applicable), Quotation(s), Warranty Terms and Conditions, Acceptable Use and Fair Usage Policy, Code of Conduct and Service Charter, Privacy Policy, Termination Policy, and all other Legal Documents published on THE COMPUTER HUT (PTY) LTD website, as well as the standard terms and conditions of any other 3rd-party open access network (if applicable), (collectively hereinafter referred to as "Service Contract") and all annexures to any of these documents.

**Service Order** - means an online application for goods, services and / or work order agreed to in terms of this Agreement describing the specific Goods or Services to be provided by THE COMPUTER HUT (PTY) LTD to the Customer.

**Service Terms** - means a document describing the terms on which THE COMPUTER HUT (PTY) LTD will provide a particular Good or Service, as amended from time to time.

**Subscriber, you, or Customer** - means a user of any of our products or services.

**Supplier** - means a supplier of goods and / or services to THE COMPUTER HUT (PTY) LTD.

**User/s** - means the Customer or any other person accessing any the Services provided by THE COMPUTER HUT (PTY) LTD.

**Free Installation** - Services with a "Free Installation" may be limited to specific packages/products, areas, agreement term, minimum monthly spend and/or other criteria. Contact your Account Executive or THE COMPUTER HUT (PTY) LTD Accounts team to get written confirmation that the service you wish to sign up for, qualifies as a "Free Installation".

**Third Party Service Provider** - means a third party who provides services to you.

**Uncontrollable Event** - means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of THE COMPUTER HUT (PTY) LTD including the termination or suspension of a service or product provided by a third party, that may result in a delay or a failure to provide any Service.

**VAT** - means Value Added Tax as provided for in the Value Added Tax Act, 1991.

**Website** - means <https://thecomputerhut.co.za/>

## 1. REGULATION OF INTERCEPTION OF COMMUNICATIONS AND PROVISION OF COMMUNICATION-RELATED INFORMATION ACT (RICA)

1. THE COMPUTER HUT (PTY) LTD is required by law as a company to adhere to the requirements of the RICA act and must follow the outlines below before any services can be activated for subscribers.
2. Obtain a copy of the subscriber's identity document/passport. In the case of a company, we require the company registration documents and a copy of the authorised signatory's identity document/passport. Driver's Licences are not deemed acceptable identification documents.
3. Proof of Residence – Rental agreement or municipal or any other trade account that reflects the residential address.
4. We are obliged to identify the subscriber face to face and this process must be done with the subscriber and not a representative.

## 2. COMMENCEMENT, DURATION, TERMINATION AND COOLING-OFF

1. The Agreement will commence on the Acceptance Date and endure as per agreed term (24 Months or Month to Month) listed above or until it is cancelled as provided for in this clause 2.

2. THE COMPUTER HUT (PTY) LTD may cancel the Agreement on the expiry of the reasonable notice period (10 days) given to you to remedy a material breach and you have failed to remedy that breach within such a reasonable period, or otherwise as provided for in the terms and conditions.
3. Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to THE COMPUTER HUT (PTY) LTD as a result of the use of or access to the Service and this Agreement shall be deemed to continue to apply until such time as all amounts due to THE COMPUTER HUT (PTY) LTD have been paid in full, and we will be entitled to terminate the agreement at any time.
4. If the Agreement results from any direct approach to you by THE COMPUTER HUT (PTY) LTD or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to THE COMPUTER HUT (PTY) LTD without reason or penalty within 5 (five) Business Days of –
  - in the case of services only being provided in terms of the Agreement – the Acceptance Date; and
  - in the case where goods are provided and constitute the subject of the Agreement, whether in conjunction with services or on its own – the date of delivery of such goods.
  - For purposes of clause 4.b, goods include any equipment or service provided by THE COMPUTER HUT (PTY) LTD, code or other intangible product or any licence to use such intangible product.
5. THE COMPUTER HUT (PTY) LTD will provide the Goods and Services to the Customer as described in an application or Service Order in terms of the signed Service Contract.
6. The Customer hereby consents to and authorises THE COMPUTER HUT (PTY) LTD to process its personal information, which includes but is not limited to, the name, identity or registration number and banking details of the Customer, for the purpose of performing the services in terms of this Service Contract.
7. The Customer consents to THE COMPUTER HUT (PTY) LTD carrying out a credit and affordability assessment on the Customer at any applicable credit bureau, and may make the provision of the Goods or Services dependent on its satisfaction with the outcome of such assessment.
8. If the Customer is a juristic person or legal entity, THE COMPUTER HUT (PTY) LTD 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, THE COMPUTER HUT (PTY) LTD may withhold to provide the Services until the surety has been signed.
9. If the Customer has not complied with all the requirements set out in this Agreement, THE COMPUTER HUT (PTY) LTD may delay providing the Goods or Services until the Customer has complied. If the Customer does not comply within a reasonable period, THE COMPUTER HUT (PTY) LTD may terminate the Service Contract and will not be liable for any damage that the Customer may suffer as a result.
10. Installation date cannot be confirmed after receipt of all required documentation and affordability approval (if applicable). Installation is for a specific address as specified on the Service Application and may be subject to an on-site technical coverage, signal strength and connectivity assessment before installation. Should the results of the assessment prove not to be viable, the installation will be aborted, the Service Contract will become null and void and no additional fees will be payable by the client. Billing for extras shall commence prior to a successful installation, and is payable in advance by way of EFT. Normal billing shall only commence after a successful installation, and is payable monthly in advance by way of compulsory debit order instruction, calculated pro-rata from the date of installation completion. 230V AC power supply, sleeve, conduits and ducts for cables (if applicable) is to be supplied/installed by the Customer, together with draw wires. Any additional work and/or equipment not quoted for and required to complete the

installation, will be billed for and shall become due and payable by the Customer, in full, after installation completion. It is the property owner's responsibility to ensure that they provide THE COMPUTER HUT (PTY) LTD with the correct property boundaries. If this is not the case, relocation of the initial install will be billed accordingly, keeping with the latest call-out, labour and equipment costs. If the property is rented, it will be the renter's responsibility to ensure that they have the authorisation of the property owner to install a network at their property. This includes to get proper property boundaries as well as where the installation in the home can take place. THE COMPUTER HUT (PTY) LTD will not be liable for any costs or reinstatements that may arise due to faulty locations given with regards to installations.

11. THE COMPUTER HUT (PTY) LTD may make use of independent third-party contractors to fulfil its duties in terms of this Service Contract.
12. The Customer must obtain permission from the Landlord, Body Corporate, Home Owners Association and/or Property Manager prior to installation, failure by which the Customer will be liable for site survey, callout and labour fees.
13. Additional legal documents may also apply to the provision of THE COMPUTER HUT (PTY) LTD Fibre Services and is binding on any subscriber to such service.
14. Customers and potential Customers must familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

### **3.TERMINATION, SUSPENSION OR RENEWAL OF THE AGREEMENT**

#### **A. Termination: You are entitled to terminate this Agreement:**

1. Up on the expiry of the Fixed Term of the signed agreement (24 Months or Month to month), without penalty or charge, but subject to what is set out below; or THE COMPUTER HUT (PTY) LTD may terminate or suspend this Agreement in writing (email) immediately if:
  2. THE COMPUTER HUT (PTY) LTD cannot for any reason whatsoever arrange or keep the telecommunications or other communication facilities needed to transmit and/or receive the signal to or from the Premises
  3. THE COMPUTER HUT (PTY) LTD may, without prejudice to any other rights which THE COMPUTER HUT (PTY) LTD may have, including the right to claim damages, and a penalty because of premature termination of this Agreement, either claim specific performance, terminate this Agreement, or suspend its Services in terms of this Agreement on 30 (thirty) days written notice if any of the following apply, and You fail to rectify same within the said 30 (thirty) days:
    4. You fail to make a timeous payment of any amount due to us by You.
    5. You commit a breach of any of your obligations under this agreement.
    6. In the event of your death, application is made for your sequestration, you enter into any kind of arrangement or settlement or scheme with your creditors or if a receiving order or administrate on order is made against You. subject to the terms of a subscription waiver policy applicable.
    7. Any legal proceedings are taken against You by THE COMPUTER HUT (PTY) LTD. Or by a third party relating to the System, the Services or the Premises or any part of the Premises.
    8. You change the Premises in such a way that THE COMPUTER HUT (PTY) LTD believe it is no longer viable to provide the Services.
    9. The Customer shall not cede their rights or assign their obligations under this Service Contract unless prior written notice is given to and accepted by THE COMPUTER HUT (PTY) LTD. THE COMPUTER HUT (PTY) LTD reserves the right to cede its rights in terms of this Service Contract to any third party of its choice, with or without notification and/or consent by the Customer.

#### **B. At the termination of the Agreement:**

1. You remain liable to THE COMPUTER HUT (PTY) LTD for any amounts owed to THE COMPUTER HUT (PTY) LTD in terms of the Agreement up to the date of termination.
2. THE COMPUTER HUT (PTY) LTD may impose a reasonable cancellation penalty with respect to any Services provided to You in contemplation of the Agreement enduring for its intended fixed period.

3. THE COMPUTER HUT (PTY) LTD may claim from the Client all arrears of fees to the date of such possession, together with any outstanding charges and disbursements, and in addition to claim from the Client a reasonable early cancellation penalty in terms of Section 14 and Regulation 5 of the Consumer Protection Act. **The parties agree that a reasonable penalty will be equal to a sum equivalent to 100% of the unexpired agreement periods' monthly fees payable by the Client to THE COMPUTER HUT (PTY) LTD in terms of this agreement.**

4. **FREE-TO-USE ROUTER:**

Free-to-use routers are exactly that. It is yours to use for as long as you are a client with THE COMPUTER HUT (PTY) LTD. If you cancel your service, you will be billed the full original value of the router, or you may return the router and power supply to THE COMPUTER HUT (PTY) LTD in its original condition and packaging.

a. The Free-to-Use policy still applies to the Month too Month R1800 installation. Installation will be subject to a basic 30m Cable installation and includes free-to-use equipment.

All free-to-use equipment will remain the property of The Computer Hut (Pty) Ltd indefinitely.

Any additional equipment or requirements billed separately will remain the property of the client.

b. Router return policy: Routers provided under the Free-to-Use policy must be returned in good working condition with all original accessories (including power) when the service is cancelled.

If a router is returned damaged, incomplete, or missing accessories, testing and refurbishment costs may be deducted from the client's account.

Failure to return the router may result in the client being billed the full replacement value of the device.

c. You will have twenty (20) days from the time your service is deactivated (turned off at the end of your one calendar months' notice) to return the router to our offices.

d. If we do not receive your router back from you within the 20 days turnaround time, you will be billed the original price of the router and it will become your own.

e. Remember to include your name, surname and client code when returning the router.

f. No returns will be accepted after the 20-day period.

g. All courier costs involved in returning the router with power supply are for your own account.

h. You will be charged the original retail value of the router.

i. When the router becomes your property, THE COMPUTER HUT (PTY) LTD is relieved from any responsibility with regards to breakage or faults.

j. Return address: 25 Dirkie Uys Street, Gansbaai, 7220

5. **PLACING A CANCELLATION:**

You can place your notice of cancellation one calendar month before the date of cancellation via our Cancellation Request Form. You can request a cancellation request form from any of our sales agents, please note that on the 24 months contract THE COMPUTER HUT (PTY) LTD will claw back any remaining months outstanding plus a general cancellation fee. The claw back amount is calculated as follow: Package value (R) x number of months remaining on the contract. Normal Month to Month clients have to complete the cancellation request form and a service cancellation fee may be applicable.

**C. Suspension**

1. If THE COMPUTER HUT (PTY) LTD gives you written notice of suspension, which notice will be addressed to your email address, such notice suspends what THE COMPUTER HUT (PTY) LTD is obliged to do under this Agreement and THE COMPUTER HUT (PTY) LTD has no obligations until the suspension is lifted by THE COMPUTER HUT (PTY) LTD by notice in writing to You.

2. If the Customer engages in behaviour that is a contravention of the Acceptable Use and Fair Use Policy or may be considered offensive to THE COMPUTER HUT (PTY) LTD or

its staff, THE COMPUTER HUT (PTY) LTD reserves the right to suspend or terminate the Customer's Services, irrespective of the form and medium of this abuse.

**D. Renewal**

3. Subject to the provisions of this Agreement. You are upon expiry of the Fixed Period, entitled to renew this Agreement for an additional Fixed Period.

4. Upon the expiry of the initial period (24 Months) of this agreement set out herein, the Client may cancel this agreement by giving at least 60 calendar days prior written notice of such cancellation timeline. Failure to do so will renew the contractual agreement by the same length as originally agreed upon contract. Should the Client, in writing, not wish to cancel the agreement 60 days prior to expiry date, the parties agree that the agreement will be deemed to have been renewed and continue to in force for a period as contemplated in Section 24(2)(d)(ii) of the Consumer Protection Act, as amended from time to time, unless You expressly:

- a. Direct THE COMPUTER HUT (PTY) LTD to terminate the Agreement 60 days prior to the expiry date; or
- b. Agree in writing to the renewal, 60 days prior to expiry date of the Agreement for a further Fixed Period.

**E. Termination: THE COMPUTER HUT (PTY) LTD are entitled to terminate this Agreement:**

1. THE COMPUTER HUT (PTY) LTD may, subject to this Agreement or the AUFUP, suspend or terminate services of a customer in its absolute discretion by providing email notice if:
2. The Customer commits a serious or repeated breach of the Agreement or the Customer engages in any conduct which in THE COMPUTER HUT (PTY) LTD's opinion would have a negative impact on THE COMPUTER HUT (PTY) LTD, other Customers or THE COMPUTER HUT (PTY) LTD's staff or is detrimental to the welfare, good order or character of THE COMPUTER HUT (PTY) LTD; or
3. Any part of the Customer's Fees is not paid in full when due; or
4. The information the Customer supplied to THE COMPUTER HUT (PTY) LTD is found to be incorrect or false;
5. THE COMPUTER HUT (PTY) LTD reasonably thinks that the Customer's use of the Services may result in the commission of a crime or is otherwise unlawful.
6. THE COMPUTER HUT (PTY) LTD reserves the right to affect such suspension or termination without notice, depending on the severity of the breach, but will undertake to inform Customers where possible. Upon such suspension or termination, such Customers:
7. Will not be eligible for reimbursement / compensation, unless at THE COMPUTER HUT (PTY) LTD's discretion;
8. May be further barred from signing up for any services with THE COMPUTER HUT (PTY) LTD in the future;
9. May be reported to governing bodies, such as ISPA, for listing purposes;
10. May be listed with applicable authorities and credit bureaus.
11. The period of suspension will be that which is reasonable under the particular circumstances that gave rise to the suspension.
12. Should the Customer decide to relocate and/or move their THE COMPUTER HUT (PTY) LTD Installation to a different address/location, the customer will remain liable for fulfilment of its obligations as contained in this Service Contract, even if no acceptable THE COMPUTER HUT (PTY) LTD coverage, signal strength or connectivity is available at the new address/location.
13. Should a bad connection (as determined by THE COMPUTER HUT (PTY) LTD) occur in future for any reason whatsoever including but not limited to interference, trees, terrain, the erection of new buildings or other obstructions, civil road works, community unrest, electricity supply, etcetera, and where THE COMPUTER HUT (PTY) LTD is unable to find an alternative and adequate signal strength and/or good connection, THE COMPUTER HUT (PTY) LTD shall have the right to cancel this Service Contract by providing the Customer with 1 (one) calendar month notice. In such an event, the Customer will only be held liable for payment of the monthly service and rental fees up to the last day of such termination date. THE COMPUTER HUT (PTY) LTD shall at its own cost remove all rented and/or unpaid equipment from the Customers premises at a date and time convenient to THE COMPUTER HUT (PTY) LTD.

#### 4. ECT ACT

1. The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper-based transactions, e.g.,
2. where you apply for a service or product by completing an agreement in writing.

#### 5. CONDITIONS OF ACCESS TO THE NETWORK

1. THE COMPUTER HUT (PTY) LTD will make the service available to you on the Activation Date.
2. We will send information to the Netcash payment gateway service on your behalf. However, we accept no liability for any losses related to downtime or system outage of the Netcash Service. THE COMPUTER HUT (PTY) LTD is not a payment service and will not be held responsible for any amounts related to any credit card, bank account or online payment transaction including but not limited to, losses relating to the fraudulent or deceptive actions of any user of the Services. You will use best efforts to promptly notify us of any fraudulent actions known to you that may affect the Service.
3. THE COMPUTER HUT (PTY) LTD will, where relevant, issue a username and password to you prior to the Activation Date to enable you to gain access to and/or use a service. In such instances, you will not be able to access and/or use a service without a username and password. THE COMPUTER HUT (PTY) LTD will also grant you access to the Clientzone portal. You will receive details via email once the service has been registered on the system.
4. You agree that
  1. you will use your username and password for your own personal use only.
  2. you will not disclose your username and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof.
  3. you will immediately notify THE COMPUTER HUT (PTY) LTD if your password is compromised and change your password.
  4. you, as the holder of the username and password, acknowledge you are solely responsible for all payments in respect of a service charged to your THE COMPUTER HUT (PTY) LTD account, irrespective of whether the service has been utilised or is being utilised by you or not and accordingly the entire amount outstanding on your THE COMPUTER HUT (PTY) LTD account will be deemed to have arisen from (or relate to) your access to and/or use of a service.
  5. you will not, at any time, permit and/or initiate a simultaneous network log-in; and
  6. you will not attempt to circumvent THE COMPUTER HUT (PTY) LTD's user authentication processes or engage in attempts to access THE COMPUTER HUT (PTY) LTD's network where not expressly authorised to do so.
  7. Your use of the Services may be subject to a credit referencing or risk assessment process. This means that THE COMPUTER HUT (PTY) LTD may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the NCA) ("Assessment Information") from registered credit bureaus to perform a financial means test to determine whether you will be able to meet your obligations under this Agreement.
  8. THE COMPUTER HUT (PTY) LTD is entitled to perform this financial means test on a regular basis.
  9. In this regard you consent to THE COMPUTER HUT (PTY) LTD requesting, receiving, and reporting your Assessment Information from and to registered credit bureaus in accordance with the provisions and for the purposes of the NCA; and the sharing of such Information by registered credit bureaus and such other persons as contemplated in the NCA, for the prescribed purposes of the NCA.

10. You will not be provided with Services under this Agreement, and it may be terminated upon receipt of a negative credit reference.

#### 6. SERVICE DELIVERY, SERVICE AVAILABILITY

1. THE COMPUTER HUT (PTY) LTD will use reasonable endeavours to make its services available to its Subscribers, and to maintain the availability thereof for use by its subscribers. However, we provide the services "as is" and "as available" and do not warrant or guarantee that the services will always be free of errors or interruptions, be always available, fit for any purpose, not infringe any third-party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.
2. THE COMPUTER HUT (PTY) LTD will use its best endeavours to notify you in advance of planned maintenance and repairs which may result in the unavailability of a service but cannot always guarantee this.
3. THE COMPUTER HUT (PTY) LTD cannot guarantee the provision of the requested Service upon the receipt of an Application.
4. Customers will be notified after receipt of an application whether or not the Service can be provided, if in doubt of service delivery, THE COMPUTER HUT (PTY) LTD will conduct a site survey to determine if there is solution to get you connected.
5. Sign-up for products and services is subject to the cooling-off period described in section 44 of the Electronic Communications and Transactions Act ("the ECT Act").
6. THE COMPUTER HUT (PTY) LTD provides Services on the basis of information provided by the Customer, and THE COMPUTER HUT (PTY) LTD offers no warranty as to the suitability of the services beyond the requirements as expressed by the Customer.
7. THE COMPUTER HUT (PTY) LTD reserves the right to stop offering a particular Service if it deems it necessary. THE COMPUTER HUT (PTY) LTD will then either provide the service for the remainder of the time that has been paid for or refund the amount paid for that specific package.
8. All equipment carries a 6 (Six) month on-site warranty from date of installation/delivery, unless specified otherwise. The warranty excludes power and/or lightning surges and any other exclusions imposed by the equipment manufacturer and/or distributor. The Customer is bound by THE COMPUTER HUT (PTY) LTD Warranty Terms and Conditions, as published on THE COMPUTER HUT (PTY) LTD's website or available on request. The risk in and to, as well as the responsibility for the equipment shall vest in the Customer from date of installation/delivery until termination of this Service Contract.

#### 7. COMMUNICATION, COMPLAINTS HANDLING AND DISPUTE RESOLUTION

1. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive such communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.
2. Complaints must be submitted to THE COMPUTER HUT (PTY) LTD and will be dealt with by THE COMPUTER HUT (PTY) LTD in accordance with the provisions of this clause 6.
3. Any payment default by you arising from, or in connection with, any service or product rendered or provided by THE COMPUTER HUT (PTY) LTD, will be excluded from the provisions of this clause, and THE COMPUTER HUT (PTY) LTD will be entitled to proceed to institute legal action against you.
4. Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any other relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 6.7 below.
  1. Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any form of social media placements, that could directly or indirectly reflect on a negative brand image of THE COMPUTER HUT (PTY) LTD, this can be seen as slander and will be dealt with according to the law.

5. Please direct all complaints to [info@tchwisp.co.za](mailto:info@tchwisp.co.za). Your complaint should include the following:
  1. your name, surname, e-mail address and name of the affected entity.
  2. the date on which the complaint arose; and
  3. a brief description of what gave rise to the complaint.
6. You may approach any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 7.7 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by THE COMPUTER HUT (PTY) LTD.
7. Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Hermanus and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
8. The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
9. The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

#### **8. PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) PURPOSE**

1. The policy purpose and objective are to give effect to the provisions of POPIA to safeguard personal information.

#### **9. OUTCOMES / AIMS AND OBJECTIVES**

1. Guarantee THE COMPUTER HUT (PTY) LTD's commitment to protecting personal information of registered persons and applicants (Customer).
2. Ensure that registered person's and applicant's personal information in THE COMPUTER HUT (PTY) LTD's possession is adequately protected to avoid unauthorised access and use.
3. Undertake to protect personal information of all THE COMPUTER HUT (PTY) LTD members, customers, and employees. The personal information will be used appropriately, transparently, and securely in accordance with applicable laws.

#### **10. DEFINITIONS**

In this document, unless contrary to the context, reference to the male gender includes the female gender; a term used without the possible meaning to discriminate against gender.

1. "THE COMPUTER HUT (PTY) LTD" means THE COMPUTER HUT (PTY) LTD, all its affiliates
2. "Members" means the Directors and Members of THE COMPUTER HUT (PTY) LTD.
3. "CEO" means the Chief Executive Officer.
4. "POPIA" means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
5. "Information Officer" refers to the person registered with the Information Regulator who is responsible for ensuring that the organisation complies with the POPI Act
6. "Data Subject" means any person to whom personal information relates.
7. "Personal information" means information about an identifiable individual including, but not limited to:
  1. Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, identity document/passport number, phone number, email address, financial information, physical address, date of birth, criminal record, and private correspondence.
  2. Information relating to the educational or the medical, criminal or employment history of the individual or

- information relating to financial transactions in which the individual has been involved; and
3. The name of the individual, where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal information about the individual.
8. "Public Body" means any department or state administration in the national or provincial sphere of government or any municipality in the local sphere of government; or any other functionary or institution when exercising a power or performing a duty in terms of the constitution or a provincial constitution or exercising a public power or performing a public function in terms of any legislation.
9. "Processing" means any operation or activity or any set of activities, whether or not by automatic means, concerning personal information including
  1. The collecting, receipting, recording, organising, collation, storing, updating or modification, retrieval, alteration, consultation or use;
  2. Dissemination by means of transmission, distribution, or making available in any other form; or
  3. Merging, linking, as well as restriction, degradation, erasure or destruction of information.
10. "Responsible party" means a member of the public or private body or any other persons which alone or in conjunction with others, determines the purpose of and means for processing personal information.
11. "Registration" refers to registration as a customer or employee for THE COMPUTER HUT (PTY) LTD and THE COMPUTER HUT (PTY) LTD, for services and or employment.

#### **11. POLICY STATEMENTS AND POLICY DIRECTIVES**

1. Rationale of Protection of Personal Information (POPI Act)
  - i. The Protection of Personal Information Act, (Act 4 of 2013) (POPIA) gives effect to the constitutional right to privacy, regulates the way personal information may be processed, and provides rights and remedies to protect personal information.
2. POPIA applies to processing of personal information in any form by a responsible party who is domiciled in South Africa or if not domiciled in South Africa, makes use of automated or non-automated means, unless the processing relates only to the forwarding of personal information.
3. The main rationale of POPIA is to promote the protection of personal information and to bring South Africa's privacy laws in line with international standards. It limits the rights of businesses and public bodies to collect, process, store, and share personal information and to only do so in line with the law.
4. Preamble to POPI Act policy:
5. WHEREAS Section 14 of the Constitution of the Republic of South Africa (Act 108 of 1996) grants everyone the right to privacy, and the privacy right includes a right to protection against the unlawful collection, retention, and use of personal information.
6. AND WHEREAS a customer is required to enter into an agreement and a staff member an employment contract.
7. AND WHEREAS the Protection of Personal Information Act (Act 4 of 2013) regulates the way personal information is processed by requiring responsible parties to safeguard personal information and process it responsibly.
8. NOW THEREFORE, THE COMPUTER HUT (PTY) LTD determines a policy on the protection of personal information which is collected and processed for purposes of registration with THE COMPUTER HUT (PTY) LTD services.
9. Lawful processing of information POPIA sets out the following conditions for the lawful processing of information:
10. Duty by a public body.
11. Legal obligation to perform the processing of personal information.
12. Processing limitation – information may only be processed if it is adequately relevant and not excessive given the purpose for which it is collected.
13. Purpose specification – personal information must be collected for a specific, explicitly defined, and lawful purpose related to the activity of the responsible party.
14. Further processing limitation – where information is received from a third party and passed on to the responsible party for further processing, the further processing must be compatible with the purpose for which it was initially processed.

15. Information quality – information must be complete, accurate, not misleading and updated where necessary.
16. Openness – the data subject must be informed when collecting information and the specific nature thereof.
17. Security safeguards - the responsible party must ensure the integrity of the personal information by taking measures to prevent the loss, damage, or unauthorised destruction of the information.
18. Data subject specification – the data subject has the right to request a responsible person to confirm, free of charge, whether they hold personal information about them.

## 12. PROCEDURES

1. The personal information collected.
  - a. In terms of section 9 of POPIA, personal information may only be processed if given the purpose for which it is processed, it is adequate, relevant, and not excessive. Consequently, THE COMPUTER HUT (PTY) LTD collects personal information for the following reasons: a) Registration of persons who apply and qualify for services, agreement;
  - b. Personal information is collected for human resources and financial purposes, contractual relationships with third-party service providers who process personal data on behalf of THE COMPUTER HUT (PTY) LTD.
2. THE COMPUTER HUT (PTY) LTD collects personal information directly from data subjects. Examples of personal information collected from data subjects include but is not limited to:
  - c. THE COMPUTER HUT (PTY) LTD collects personal information for applicants for services or employment in THE COMPUTER HUT (PTY) LTD Applicant's name; Registered professionals' names; Candidate's names; Categories of registration information; Continuing Professional Development records; Status of registration; Year of first registration of applicant; Year of Upgrade of registration; Foreign Applicants personal information; Identity number; Date of birth; Gender; Race; Physical and Postal addresses; Employment details; Contact numbers; Email addresses; Academic information and records; Records of experience in the natural science profession; Copies of qualifications; Curriculum Vitae; and Referee and mentor details.
  - d. THE COMPUTER HUT (PTY) LTD collects employee's personal information: Name, address, phone number, marital status, date of birth; Next of kin; Doctor's name; spouse/partner contact information; Curriculum Vitae; Letters of reference; Employment status and history; Academic records; Banking details. Disciplinary information; Salary information; and Criminal records.
  - e. THE COMPUTER HUT (PTY) LTD collects Council, Sub-Committee, Investigation Committees and Disciplinary Tribunal members' personal information: Surname; First names; Initials; Marital Status; Male/Female; Date of Birth; ID number; Passport number; Passport Country of issue Page 7 of 10 POPI Act Policy; Income tax reference number; Address; Banking details
  - e. THE COMPUTER HUT (PTY) LTD collects the following information from the public: Names, telephone numbers, Company from which the visitor comes from; Names of persons lodging complaints of improper conduct against registered persons; Email addresses, identity number; Physical addresses; Email correspondence; Proof of payments; Personal information used on Service level agreements; and Service provider personal information
2. How personal information is used.
  - a. Applicants, Registered persons, Council and Committee members, and employees' personal information will only be used for purposes for which it was collected and intended. This includes: Registration; Upgrade from a candidate to a professional; Continuing Professional Development points; For audit and record keeping purposes; Investigations; Disciplinary processes; Nomination of members; Providing information on registered persons to PSIRA; Communicating with registered persons; Employee contracts; Communication with employees; Employee personal information is used to establish, manage and terminate employment; and Analysis

and review of service provider contracts, in terms of which personal information is processed for and on behalf THE COMPUTER HUT (PTY) LTD.

- b. According to section 10 of POPIA, personal information may only be processed if certain conditions are met, for instance: Consent is obtained to process personal information- in THE COMPUTER HUT CC's case consent obtained during registration, employment and entering into a service level agreement with customers and service providers; Processing complies with an obligation imposed by law.
3. Disclosure of personal information  
THE COMPUTER HUT (PTY) LTD may disclose personal information where it has a duty or a right to disclose in terms of applicable laws. THE COMPUTER HUT (PTY) LTD may disclose personal information where it deems necessary to protect the esteem, dignity, and the professionalism of the Natural Science Profession. THE COMPUTER HUT (PTY) LTD may disclose the Name and Surname of a registered person, his/her category of registration, registration number and the status of registration.
4. Safeguarding registered person's personal information
  - a. In terms of section 19 of POPIA, a responsible party must ensure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of damage to or unauthorised destruction of personal information, unlawful access to or processing of personal information. POPIA requires that personal information should be adequately protected to avoid unauthorised access. Therefore, THE COMPUTER HUT (PTY) LTD continuously reviews security controls and procedures to ensure that personal information is secured.
  - b. The following security controls are in place to protect personal information: Personal information is treated as confidential and not disclosed unless required by law; High level Information Technology controls are in place to maintain the protection of personal information High level anti-virus programs; Access rights in place; Computer passwords in place; Assessment of data quality controls in place to ensure the accuracy and completeness of personal information; A third party service provider is mandated to ensure safeguarding of registered persons personal information; Personal information is stored at a third-party service provider who is subject to POPIA provision in the Service Level Agreement; THE COMPUTER HUT (PTY) LTD internal server hard drives are protected by firewalls; Employees, Council and Committee members of THE COMPUTER HUT (PTY) LTD sign confidentiality agreements which is part of the employment contract; Hardcopy files are archived at a secured place;
5. Access and correction of personal information  
Registered persons have a right to request for access to personal information in THE COMPUTER HUT (PTY) LTD's possession. Registered person's personal information should be continuously updated.
6. Information Officer: The details of the Information Officer:  
Position: Director; Name: Mr Jannes Coetzee; Tel: 028 384 1443; Email: computerhut@mweb.co.za; Physical Address: 25 Dirkie Uys Street, Gansbaai.
7. Amendment of the policy: Amendment to this policy will take place on an ad hoc basis or when needed. Registered Persons are advised to regularly update their personal information electronically on the DataTill Portal or via email.  
This document pertains to the required guidelines of The Constitution of the Republic of South Africa, 1996.

## 13. PAYMENT

1. Billing will commence on the Activation Date. Pro-Rate amounts will be billed within 30 days of installation.
2. THE COMPUTER HUT (PTY) LTD only accepts payment via automatic compulsory Debit Order for 24 month and month-to-month services, and will only accept alternative payment under specific circumstances and only by prior arrangement at THE COMPUTER HUT (PTY) LTD 's discretion.
3. The Customer's monthly debit orders of the Fee will be submitted monthly in advance on or about the first Business Day of the month.
4. Once-off amounts, equipment purchased, installation costs, additional work etcetera, are billed as ad-hoc invoices and are payable by EFT, Cash or Card.

5. THE COMPUTER HUT (PTY) LTD will not accept any liability or responsibility for delays, suspensions or impact to Services due to use of non-approved payment methods by Customers
  6. All prices include VAT, unless otherwise specified as excluding VAT. The full amount payable by the Customer shall include VAT at the prevailing VAT rate.
  7. The service fees consist of fixed monthly costs that are billed monthly in advance. Variable costs may be billed monthly in arrears.
  8. THE COMPUTER HUT (PTY) LTD reserves its rights to change its prices at any time on reasonable notice, which will not be less than one calendar month, as per the minimum term of a month-to-month agreement.
  9. The Customer confirms that all statements made to THE COMPUTER HUT (PTY) LTD are true and correct. THE COMPUTER HUT (PTY) LTD reserves the right to request proof of any facts or claims. The Customer also commits to providing COMPUTER HUT CC with necessary information required in the provision of the selected Services, and (where applicable) consent to the use or sharing of this information with 3rd (third) parties to comply with regulatory conditions (such as Domain Registration Listings) within the guidelines of applicable privacy legislation.
  10. You agree to pay all amounts due under this Agreement in consideration for the Services.
  11. To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of deduction from your authorised bank account or credit card, monthly in arrears by way of a direct debit order in favour of THE COMPUTER HUT (PTY) LTD (drawn against a banking account capable of having a debit order against it, nominated by you), or in such other manner as THE COMPUTER HUT (PTY) LTD may from time to time determine. You agree that:
    - a. by furnishing your bank details to us, you instruct and authorise THE COMPUTER HUT (PTY) LTD to draw all amounts payable in terms of this Agreement from the account specified.
    - b. that the debit order will commence on the Activation Date and continue until termination of this Agreement and the service or product specific agreement under which a service is rendered, or a product provided and the payment in full of all outstanding amounts due and payable to THE COMPUTER HUT (PTY) LTD under this Agreement.
    - c. you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 7.3.
  24. Should you fail to pay any amount on the due date for payment then:
  13. THE COMPUTER HUT (PTY) LTD may, without prejudice to any of its other rights and remedies:
    - a. take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms.
    - b. suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or
    - c. subject to clause 2, terminate this agreement with immediate effect.
  14. To the extent that THE COMPUTER HUT (PTY) LTD incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.
  15. THE COMPUTER HUT (PTY) LTD reserves the right to pursue the Customer for any outstanding debt in terms of Section 249 of the National Credit Act 34 of 2005 (as amended), including all costs. COMPUTER HUT CC reserves the right to list the defaulting Customer as a defaulter with credit bureau/s in line with Regulation 19(4) of the National Credit Act 34 of 2005 (as amended).
  16. THE COMPUTER HUT (PTY) LTD reserves the right to terminate services where a customer has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods. The conditions of termination will be based on guidelines determined at THE COMPUTER HUT (PTY) LTD's discretion and may vary. The means and terms of termination will be determined at THE COMPUTER HUT (PTY) LTD's discretion. Notice of termination will be provided to the best of THE COMPUTER HUT (PTY) LTD's ability, but THE COMPUTER HUT (PTY) LTD will not be held liable for claims or requests for further provision of services once a Customer's services have been terminated due to non-payment.
  17. Abbreviated name as registered with bank: THE COMPUTER HUT (PTY) LTD
  18. "Debit Amount" refers to Invoice amount and/or outstanding account balance.
  19. "Commencement Date" is the same as Effective Date.
  20. The Authority and Mandate refers to our contract as dated as on acceptance hereof ("the Agreement"). I/We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I/We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of no less than 20 ordinary working days, and sent via email: info@tchwisp.co.za
  21. The individual payment instructions so authorised to be issued must be issued and delivered on the day ("payment day") of each and every month commencing after service commencement. In the event that the payment day falls on a Sunday or recognized South African public holiday, the payment day will automatically be the very next or preceding ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account, on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.
  22. I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.
  23. MANDATE: I/We acknowledge that all payment instructions issued by you shall be treated by my/our bank as if the instructions had been issued by me/us personally.
  24. CANCELLATION: I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.
  25. ASSIGNMENT: I/We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.
- 14. SOFTWARE**
1. Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take all reasonable steps to protect such software or documentation from theft, loss, or damage. You will be obliged to review and agree to the applicable end user licence agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the Agreement.
- 15. SECURITY AND PRIVACY**
1. THE COMPUTER HUT (PTY) LTD will be entitled to take whatever action THE COMPUTER HUT (PTY) LTD may deem necessary and reasonable to preserve the security and reliability of its network.

2. You may not utilise any service in any manner which may compromise the security of THE COMPUTER HUT (PTY) LTD's network, or any other network connected to THE COMPUTER HUT CC's network, or tamper with a service or such a network in any manner whatsoever.
3. THE COMPUTER HUT (PTY) LTD takes reasonable steps to secure your payment information. THE COMPUTER HUT (PTY) LTD uses a payment system that is in THE COMPUTER HUT (PTY) LTD's reasonable opinion, sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.
4. THE COMPUTER HUT (PTY) LTD will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website and in compliance with all relevant laws.

## 16. INTELLECTUAL PROPERTY RIGHTS

1. You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved, or stored by you through your use of any of our Services.
2. You are prohibited from using any THE COMPUTER HUT (PTY) LTD branding without the prior written approval of THE COMPUTER HUT (PTY) LTD.
3. THE COMPUTER HUT (PTY) LTD will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in the provision of any of the Services.

## 17. BREACH

Subject to any other provisions set out in these terms and conditions and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then THE COMPUTER HUT (PTY) LTD shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted by law, to forthwith:

1. afford you a reasonable opportunity to remedy the breach, considering the nature of the breach in question; or
2. suspend your access to a service.
3. cancel all agreements concluded between us; or
4. claim immediate performance and/or payment of all your obligations in terms hereof.

## 18. INDEMNITY

1. You hereby unconditionally and irrevocably indemnify THE COMPUTER HUT (PTY) LTD and agree to indemnify and hold THE COMPUTER HUT (PTY) LTD harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered, or incurred by THE COMPUTER HUT (PTY) LTD as a result of any claim instituted against THE COMPUTER HUT (PTY) LTD by a third party (other than you) as a result of (without limitation):
2. your use of our Services other than as allowed or prescribed in the Agreement.
3. any other cause whatsoever relating to the Agreement or the provision of Services to you where you have acted wrongfully or failed to act when you had a duty to so act.

## 19. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AND LIMITATION OF LIABILITY

1. Save to the extent otherwise provided for in this Agreement or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality, or security of any Service.
2. Without limiting the generality of the provisions of clause 15.1, THE COMPUTER HUT (PTY) LTD shall not be liable for and you will have no claim of whatsoever nature against THE COMPUTER HUT (PTY) LTD because of:
  - a. the loss of or access to any usernames and passwords which you are required to safeguard and not allow unauthorised access on the understanding that we will be entitled to assume that you are the person so using or

- b. gaining access to any service or account where your username and password is used.
- b. any unavailability of, or interruption in the service due to an Uncontrolled Event.
- c. any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the service/s for any reason contemplated in the Agreement.

3. THE COMPUTER HUT (PTY) LTD will not be liable to the Customer or any third party in of any and all damages, loss, claims or costs of any nature including but not limited to direct, indirect, consequential or special damages suffered by the Customer or any third party however arising, and THE COMPUTER HUT (PTY) LTD will moreover not be liable whether the loss was the result of an act or omission of a THE COMPUTER HUT (PTY) LTD employee.
4. To the extent permitted by law, THE COMPUTER HUT (PTY) LTD will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by the Customer (including but not limited to their person, employees, customers, property or business) in connection with this Service Contract, the equipment and/or services whether or not such claim arises during installation, while this Service Contract is in effect or after termination hereof.
5. In the event that THE COMPUTER HUT (PTY) LTD is nonetheless held liable, the quantum of THE COMPUTER HUT (PTY) LTD's liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of THE COMPUTER HUT (PTY) LTD or any other cause.
6. Use of the services indicates that the Customer indemnifies and holds THE COMPUTER HUT (PTY) LTD harmless in respect of any damages, loss, costs or claims instituted against THE COMPUTER HUT (PTY) LTD arising from any application or subscription to or the use of any service or breach of the terms and conditions applicable to it.
7. These limitations on liability and indemnities apply to the benefit of THE COMPUTER HUT (PTY) LTD and THE COMPUTER HUT CC 's Affiliates, directors, officers, employees, contractors, agents and other representatives, as well as any third parties whose networks are connected to THE COMPUTER HUT (PTY) LTD System.
8. Nothing contained in this clause will limit the Customer's liability in respect of charges incurred for ongoing Services.
9. Where the Consumer Protection Act 68 of 2008 is applicable to this Agreement, and any provision of this clause is found by a court or tribunal with jurisdiction over THE COMPUTER HUT CC to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause will have full force and effect.
10. In the case of ambiguity, this clause will take precedence over any expression of the Parties' intention, whether expressed or implied, that may be contained elsewhere in this Agreement.

## 20. CESSION AND DELEGATION

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

## 21. JURISDICTION

1. You hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by THE COMPUTER HUT (PTY) LTD arising out of this Agreement, provided that THE COMPUTER HUT (PTY) LTD shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the

jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process set out in clause 7 above.

## 22. AMENDMENT OF THIS AGREEMENT

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

## 23. GENERAL

1. The parties acknowledge and agree that this Agreement constitutes the whole of the agreement between them plus those terms & conditions as set out on <https://thecomputerhut.co.za/> and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on the parties. No variation or addition of this Agreement or the Application Form will be binding on any of the parties unless recorded in writing and signed by both parties.
2. THE COMPUTER HUT (PTY) LTD is in terms of section 43 of the ECT Act required to make its contact details, its domicile citadel et executandi and certain other information available to its Subscribers who enter electronic transactions with THE COMPUTER HUT (PTY) LTD.
3. You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.
4. No indulgence, leniency, or extension of time which THE COMPUTER HUT (PTY) LTD may grant or show to you shall in any way prejudice THE COMPUTER HUT (PTY) LTD or preclude THE COMPUTER HUT (PTY) LTD from exercising any of its rights in the future.
5. You warrant that as at the date of application and registration, all the details furnished by you to THE COMPUTER HUT (PTY) LTD are true and correct and that you will notify THE COMPUTER HUT (PTY) LTD in the event of any change to such details.
6. All our terms and conditions can be accessed, stored, and reproduced electronically by you. Visit <https://thecomputerhut.co.za/> for all individual terms and conditions which apply to the various services as per your selection on page 2 and 3 of this agreement.
7. The physical address where THE COMPUTER HUT (PTY) LTD will receive legal service of documents/ domicile citadel et executandi is the following: 25 Dirkie Uys Street, Gansbaai, 7220.
8. If equipment is damaged by the Customer, while at the Customer's premises or under the Customer's control, THE COMPUTER HUT (PTY) LTD may replace the damaged equipment and will be billed for after completion of the work. Where the equipment is replaceable under warranty, a credit will be passed to the Customer's account after assessment by the equipment manufacturer.
9. The Customer warrant and undertake not to allow any third-party charges, liens, pledges or other encumbrances to be created over any equipment of THE COMPUTER HUT (PTY) LTD, or not fully paid for equipment, or any other property of THE COMPUTER HUT (PTY) LTD.
10. THE COMPUTER HUT (PTY) LTD may amend the General Terms and Service Terms at any time. The amended versions will be posted on THE COMPUTER HUT (PTY) LTD Website. It is the responsibility of the Customer to keep itself informed of the latest version of the general terms and conditions by accessing THE COMPUTER HUT (PTY) LTD Website on a regular basis.
11. THE COMPUTER HUT (PTY) LTD will give at least one calendar month notice for the amendments or fee change, which will become effective at the beginning of the first calendar month after the notice period has expired.
12. Customers will be held accountable for their conduct towards THE COMPUTER HUT (PTY) LTD staff and in the public domain with regard to allegations or malicious conduct directed towards COMPUTER HUT CC or its staff.
13. Abusive behaviour, including (but not limited to) aggression, offensive language or conduct, including threats or any type of intimidation on a forum or directed at THE COMPUTER HUT CC or its staff will be deemed abusive and will not be tolerated. Such conduct may constitute an AUFUP violation and THE COMPUTER HUT CC reserves the right to suspend or terminate Services to a Customer in such cases.
14. Customers using public platforms to spread false allegations, unreasonably or maliciously diminish the reputation or the public perception of THE COMPUTER HUT (PTY) LTD brand, may have their Services suspended or terminated, depending the severity and circumstances of the incident(s), and may also be regarded as contrary to the AUFUP.
15. The laws of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties' consent to the jurisdiction of the courts of Republic of South Africa in this regard.
16. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.
17. The signatories acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.
18. Substitution & Relocation: If client wants to relocate from one premises to another, they are responsible for the substitution fee. If new premises do not contain live installation, they will be liable for both the substitution and installation fees and their contract will restart at month 1. This is applicable to changes within the 24-month contract.

## 24. SUPPORT & MAINTENANCE

1. The Client is not entitled to any free computer support and/or maintenance. However, The Computer Hut's help-desk will give you free assistance on 028 384 1443 or 076 671 8630 with internet connection problems related to The Computer Hut's network from 08:00 AM to 20:00 PM. If the problem is not related to The Computer Hut's network, a minimum fee will be charged. Telephonic support for your internet connection will be given only for Windows OS platforms.
2. The Computer Hut cannot be held liable for any damage to computer equipment during and after installation.
3. The Computer Hut will only set up your mail configuration on a device running Microsoft Outlook package.
4. The Computer Hut shall not set up a connection on your system if it is running third-party networking or "firewall" software. If you are unaware of it and we encounter such software during an installation then additional (hourly) charges will apply (including, but not limited to, your system administrators/IT manager's services, as required)
5. For call-outs involving "connection problems", a minimum call-out fee will be charged.
6. In the event that the fault is due to faulty installation, there will be no extra charge. Faulty hardware will be replaced under warranty (a one-year warranty applies) an hourly installation rate will apply.
7. In the event that the call-out issue is related to your software (including Windows); hardware (Notebook/pc); power supply, damage; tampering or user error - a service charge will apply. Charged per hour and per km travelled.
8. THE COMPUTER HUT (PTY) LTD will be entitled to assume that the Services provisioned to a customer is in good working order until such time as the Customer advises THE COMPUTER HUT (PTY) LTD Support of any problems or service breaks.
9. Any faults or service interruption should be reported via one of the channels available on THE COMPUTER HUT (PTY) LTD website.
10. The provider will attend to faults reported by the Customer during office hours and the relevant party will apply its reasonable endeavours to have the Services restored in the shortest possible time.
11. If the Provider determines that the reported fault was caused by the Customer, the Customer shall be liable for payment of the relevant call-out charge as stipulated by the Provider from time to time. Some

services are governed by THE COMPUTER HUT (PTY) LTD's Service Level Agreement ("SLA") as published on THE COMPUTER HUT (PTY) LTD's website and/or available on request.

12. THE COMPUTER HUT (PTY) LTD accepts no responsibility for connectivity, network and/or Customer downtime problems, or any losses or damages associated thereto, or any "line-of-sight" or "external factors" that could affect the quality of the service after completion of installation.
13. All post installation technical problems must be reported to THE COMPUTER HUT (PTY) LTD's technical help desk as per the Fault Reporting and Escalation Procedure published on THE COMPUTER HUT (PTY) LTD's website and/or available on request.
14. Installation, service or billing problems may not be voiced on any public platform (including social media) if the above procedures have not been followed and THE COMPUTER HUT (PTY) LTD have not been given acceptable time to rectify problems on a non-public platform.
15. Upgrades and downgrades of services are governed by the terms and conditions as pertained in the relevant Service Contract.
16. A Customer is entitled to migrate from wireless to fibre after providing THE COMPUTER HUT (PTY) LTD with 30 days' notice of its intention to do so.
17. Wireless back-up is subject to a good working condition used antenna. This is an optional extra if there is downtime on the fibre network. The Wireless back-up can be installed with the fibre installation. If brand new equipment will be needed, the client will be informed and billed accordingly

#### **25.ROUTER CARE**

1. In the nature of the trade that The Computer Hut is in, we install electronic equipment outside and inside a house that is open to all natural elements. The equipment is issued with an initial warranty that covers faulty manufacturing defects. There is no outright warranty issued by suppliers for damage by water or electrical surges. To help stay online during times when natural disaster strikes, The Computer Hut offers their clients the option of adding a radio and router maintenance plan monthly fee. This entitles the subscriber to one (1) free visit by our technical team to check the outside connection and cables for signs of damage and also to treat corrosion areas to extend the life of your investment as well as a once-off swap out of equipment if damaged. The equipment may not be the same as the original. This is not an insurance policy, but has to be seen as a connectivity maintenance plan.
2. The Router Care Plan covers the following damages:
  - i. Any water/rain/storm damage
  - ii. Electrical surges and Lightning strikes
  - iii. Any latent defects not covered by a supplier warranty
3. The Router Care Plan does not cover the following damages:
  - iv. Any malicious damage by any person or theft
  - v. If any maintenance/alignment or relocation of equipment by any person other than a Computer Hut Representative.

#### **26.SPECIAL OFFERS**

1. The Computer Hut has full authority of the period of availability on the running special.
2. Every special is unique and will be handled as such. When a special arises, The Computer Hut will keep to the advertised offer as long as valid.
3. If a competition is run, no employee or family of The Computer Hut are allowed to enter the competition.
4. If a Free Installation is offered, The Computer Hut will determine the hardware. The Wi-Fi coverage could be limited to a single room in your house.
5. Clients may need extra equipment (Wi-Fi routers and cabling) according to the home size, on average a house needs 2 Wi-Fi routers.
6. Clients will be invoiced accordingly for the equipment and installation will only commence once payment is received. Extra callout fee may apply if we need to return for future installation upgrades.

7. If The Computer Hut offers month/months for free, the free period will commence once installation is completed. Timeline from installation to month end (30th / 31st) will be seen as an applicable free month.
8. On all special offers, a 24-month contract applies, if a client wishes to terminate the connection prior to the 24 months, a cancellation fee will amount to the installation cost and activation.

#### **27 INSTALLATIONS**

1. Installations that is done free or charge or paid for at R1800, is subject to a basic installation. This will include basic equipment to get a live connection at your home.
  - 30m cable
  - Fibre box
  - Fibre ready Router
  - Labour
  - Conduits
2. Any further equipment needed by the client will be billed separately.

#### **28. VoIP**

1. VoIP technology uses Internet to make phone calls. You need an existing internet connection to make calls.
2. We recommend connections such as fibre other connections will work, but the quality of calls cannot be guaranteed.
3. By purchasing our Telephony Services (VoIP) you confirm that you understand that our services: may not offer all of the features you may expect from a conventional phone line; may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection
4. and you understand that in such circumstances all services (including emergency call services) will also be unavailable;
5. may not be able to offer you the ability to transfer (port) your existing number to an alternative service if your service ends due to circumstances beyond our control.
6. You will lose your assigned phone number if you cease your service with us, or your account is closed by us due to your breach of contract or your failure to settle your bills by the date due.
7. You agree to adhere to all the relevant telephony regulations applicable, including to regulations imposed by the ICASA.
8. 1 Calendar month cancellation is applicable
9. A default call limit will apply to your account, a written email will be required for a higher call limit.
10. Computer Hut will not be liable for any 3<sup>rd</sup> party use or unauthorized use of the VoIP system
11. International calls will be disabled by default, a written email will be required to enable access.
12. Free airtime expires every month.

<b>Signatures</b>
Please ensure that all the details contained in this document are correct. By your signature to this Agreement, you acknowledge that you have read and understood the terms and conditions of this Agreement.
Signed at _____ on this _____ day of _____ 20_____
<b>Please Print Name</b>
<b>Customer Signature</b>

<b>FEES THAT CAN BE APPLICABLE</b>	
DELIVERY FEE (Router)	R250 INCL VAT
INSTALLATION (30m CABLE, FIBRE BOX, FIBRE ROUTER, CALL OUT & LABOUR)	R1800 INCL VAT
CANCELLATION CLAW BACK (REMAINING MONTHS OF CONTRACT x PACKAGE REPAYMENT)	TBC
CANCELLATION FEE	R3500 INCL VAT
SUBSTITUTION (TRANSFER CONTRACT TO THE NEW OWNER OR RENTEE OF THE PREMISES)	R1800 INCL VAT
RELOCATION (APPLICABLE WHEN RELOCATING FROM ONE PREMISES TO ANOTHER WITHIN SERVICE AREA)	R1800 INCL VAT
RECONNECTION FEE FOR SUSPENDED ACCOUNTS	R150 INCL VAT
FAILED DEBIT ORDER CHARGE	R50 INCL VAT
UPGRADE FEE	R0
DOWNGRADE FEE	R750 INCL VAT
<b>DEBT COLLECTION</b>	
SMALL CLAIMS (R500-R4999.99)	R225 - REGISTRATION FEE 22% + VAT – MANAGEMENT FEE
LARGE CLAIMS (R5000.00 AND MORE)	R225 - REGISTRATION FEE 17% + VAT – MANAGEMENT FEE

By signing the document below, you agree to the Term & Conditions and are willing to commit to a 24-month contract. Please ensure that you familiarize yourself with the content of the contract as the contract T&C's will be strictly followed. The T&C's will be available on The Computer Hut website as a PDF version to download.

**Who is The Computer Hut:**

The Computer Hut is a local Overstrand company that focus on internet connectivity through a large section of the Overstrand. Our main aim is to deliver proper service and client orientated support. The Computer Hut is available for any Internet, IT, CCTV and Hardware queries.

Please note that The Computer Hut is the Fibre Network Operator (FNO) as well as the Internet Service Provider (ISP). The Computer Hut has built a fibre optic network in the Overstrand and stretches from Stanford to Pearly Beach. For any internet related queries, please contact the office directly.

**Thank you for supporting The Computer Hut. We greatly appreciate each client.**