

# CYBERSMART

## 1. TERMS AND CONDITIONS OF SERVICES

1.1. All prices are VAT inclusive.

1.2. Payment is by debit order only and in advance for the services that you receive.

1.2.1. Failed debit orders may carry a penalty of R50 which will be levied against your account. Even though your subscription is collected via debit order, you will receive an invoice via email for your records.

1.2.2. Should your debit order fail, your services may be disabled immediately and you will be required to pay your arrears, the R50 debit order penalty. In addition you may be required to pay a deposit amount equal to 50% of the failed debit order to a maximum of R500.00 before your service is re-enabled again. The deposit required will double every time your debit order fails. The deposit will be refunded, interest free on termination of the service.

1.2.3. Cybersmart reserves the right to re-process failed debit orders at any time for the outstanding amount or any part thereof.

1.2.4. Should your debit order fail for any reason you will be responsible for any fees imposed by your bank.

1.2.5. If you do not use any of your services in the month this does not entitle you to stop your debit order. Your ADSL monthly subscription is payable irrespective of whether you use your services or not or whether your services are disabled or not and the monthly amounts will continue to accrue against your account until the service is canceled in writing with a copy of your Identity Document or Passport in the case of an individual or on a company letter head in the case of a business.

1.2.6. By successfully completing any application with your bank account details on-line you are electronically signing a debit order mandate and agreeing to the terms of that mandate as detailed in these terms. Your debit order authorization will be confirmed via a recorded telephone conversation.

1.3. You are required to give Cybersmart 1 calendar months written notice accompanied by a copy of your Identity Document or Passport in the case of an individual or on a company letter head in the case of a business when terminating a service.

1.3.1. For the absence of doubt examples are given :-

1.3.1.1 Should you cancel your service on the 1 July, you will be required to pay for both July and August months;

1.3.1.2 If you cancel your service on 15 July, you will be required to pay for July and August months;

1.3.1.3 If you cancel your service on 31 July, you will be required to pay for July and August months.

1.3.2. In the event of you wishing to cancel you may inform Cybersmart via e-mail, fax or letter. Your account will be deleted on the last day of the following month.

1.4. You may not sign up on-line for multiple accounts using the same bank details. Should you wish to order any additional services you will be required to email [accounts@cybersmart.co.za](mailto:accounts@cybersmart.co.za)

1.5. For the protection of all customers, should you fraudulently enter bank details not belonging to yourself, Cybersmart will:-

1.5.1. institute criminal charges against you;

1.5.2. prevent you from subscribing for any services again;

1.6. If you connect with a faster circuit, you will AUTOMATICALLY be billed for the higher circuit price.

1.7. For ADSL service all prices include 1 Free 5Gig email address [@cybersmart.co.za](mailto:@cybersmart.co.za)

1.8. Both the monthly amount that you are invoiced and the Gigs that you have bought will be pro rata. For the absence of doubt examples are provided. :-

1.8.1. If you are activated on the 20 July, you will be billed for the full month of July and receive the full allocation of any data bundle;

1.8.2. If you are activated on the 21 July you will be billed for the remaining 10 days in July and you will receive 10/31 of any data bundle;

1.8.3. However you will be billed pro rata for any services provided by a third party from date of activation of the service by the third party irrespective which day of the month it is activated;

1.8.4. since payment is for services in advance, your FIRST debit order amount will be for the month that you are activated in plus the following months services;

1.9. Any service that is contracted for a limited period are opt-out services. Should you wish to cancel the service at the end of the promotional period you are required to cancel in the prescribed manner as laid out in these terms and conditions.

1.9.1 If you have been given a free or discounted router as part of any promotional package and you opt out before the end of 12 calendar months you will be required to pay the full purchase price of the router.



1.9.2 If you have applied for the One Price ADSL package you will be paying the R275.00 once off setup fee which includes a FREE non-wireless ADSL router.

1.9.3 In the event of you having received a free installation and/or activation as part of your package, should you terminate the contract within 12 months you will be required to pay the full price of the installation and/or activation.

1.9.4 Should you downgrade any ADSL Package or Bundle you will be liable to pay a downgrade fee of R200.00.

1.10 You may only connect from ONE ADSL account per location.

1.10.1. Additional accounts at the same location will be disabled or the owners of each of the secondary accounts will be billed at the top-up rate as prescribed on our web-site from time to time.

1.11. You receive a CAP which is the maximum amount of data in a month.

1.11.1. Data usage is not limited to reading web pages and browsing the internet. Email transfers, streaming and online gaming as well as any data transfers are included.

1.12. If you run out of data during the month, you may buy additional gigs. Such top-ups will be charged at the rate displayed on the web-site at the time that the application for a top-up was made and subject to the further acceptance of these terms and conditions.

1.12.1. Should you top up during the month, this amount will be collected as part of the outstanding balance in the next

monthly debit order due to be run on the day of the month as agreed when the contract was signed.

1.12.2 Nightrider gigs can only be used between 12:30 - 7:00am and requires a cap value greater than 0.

1.13. For purposes of billing you will be billed according to the circuit speed that you are using not the circuit speed you subscribed to in the signup process.

1.13.1. As an example, if you have signed up for a 384Kb ADSL circuit but the exchange reports to us that you are using a 1024Kb circuit; we will advise you of such and then adjust your subscription accordingly.

#### 1.14 **CYBERPHONE SERVICE**

1.14.1 The Cyberphone account is only usable one device or mobile app.

1.14.2 Cyberphone cannot be used as the least cost route for calls (eg.: call centre, sip trunking, etc)

1.14.3 We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of the Cyberphone Service. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our sole discretion. Should we discover that you have found a way to bypass any of our control measures your service will be restricted, suspended or terminated, in our sole discretion.

1.15 Terms and conditions may change without prior notice.



## 2. DOMICILIUM AND NOTICES

2.1. The parties choose domicilium citandi et executandi for all purposes under this Lease as follows:

2.1.1. Cybersmart: 72 Canterbury Street  
Cape Town 8000

2.1.2 The Cybersmart ADSL Account Holder at either of the following :

2.1.2.1 Fax No.;

2.1.2.2 Email;

2.1.2.3 Physical Address (Home).

2.2. Any notice given and any payment made by one party to the other ("the addressee") which:-

2.2.1. is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

2.2.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

2.2.3. is transmitted by fax or email shall be deemed (in the absence of proof to the contrary) to have been received within one (1) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within four (4) hours of the commencement of the following business day if transmitted outside those business hours.

## 3. ACCEPTANCE BY CYBERSMART OF THE CONTRACT

3.1. Cybersmart confirms acceptance of any contract at the time the prospective customer checks to accept these terms and conditions and clicks the "Apply" or "Accept" button to complete the application and create the account and that such acceptance will have been recorded with the date and time of such acceptance.

