



CapriCom

WIRELESS NETWORKS

Reg. Nr. 2005/036247/23

Districts: Capricorn, Vhembe and Waterberg

Tel: 015 065 0000 / 015 065 0001

Office Cell: 082 785 0330

Support: 072 908 3951

Fax: 086 546 5543

Management: 082 773 6632

Head Office:

No. 5 Ismini Office Park

Platinum Park, Polokwane, 0699

info@capricom.co.za

www.capricom.co.za

Limitless communications

CapriCom Networks - Standard Terms and Conditions

1. The Applicant consents to jurisdiction of any competent S.A. Magistrate's court for adjudication of legal disputes between CapriCom Networks and Applicant, T's & C's will be construed and interpreted in accordance with laws of the Republic of S.A.
2. Company/Client's name must be the legal name of a Company or Person for registration purposes.
3. Payment options : Monthly subscription fee – pay monthly by debit order, EFT, cash or card facilities.
4. All correspondence will be send via email; invoices, statements, and important notices to clients will be send by email. It is your responsibility to check your spam or junk email folder.
5. The Applicant acknowledges that terms and conditions may be updated from time to time, and are available on our website www.capricom.co.za
6. Free telephonic support available 7 days a week, from 8:00 until 22:00 by dialing or sending a WhatsApp or SMS to our Support number: **072 908 3951**. On-site support is charged at CapriCom Networks current rates.
7. Additional cabling for PC's or networking, can be quoted to clients. Wireless Network technicians have knowledge to connect PC's or TVs to the internet but are not IT technicians and do not assist with IT. IT related work has to be attended to, by client's own IT provider. CapriCom Networks supplies and maintains connections with relevant content (Internet, VPN, CCTV, etc.). CapriCom Networks can supply IT support, through our affiliate company CapriNet, that can assist with all IT related enquiries and services. For all IT related services, please contact CapriNet at 015 023 1100 or info@caprinet.co.za
8. Please note there is absolutely no guarantee against lightning or power surges on equipment. Kindly take precautions to avoid lightning or power surge damage. Help prevent damage by unplugging power cables from power outlets. Insurance for equipment is the client's own responsibility.
9. Wireless packages are based on fibre main feeds. Fibre packages run on either Vumatel, Frogfoot or Openserve infrastructure and their respective terms. Openserve does not guarantee line speeds.
10. **Fibre CANNOT be moved as it is underground.** The fibre will need to be cancelled at the old address and a new order will need to be placed at the new address, with a new application form. If you have a 24 month contract for fibre, there will be a cancellation fee of R1 725-00, which can be paid off, over 3 months. Please note CapriCom Networks take no responsibility for fibre downtime.
11. CapriCom Networks retains the right to change prices with one month's notice and may do so in effect.
12. All pricing is subject to change without prior notice, applicable to Vumatel, Frogfoot and Openserve.
13. **Payment options:** Debit Order, EFT, cash or card. All prices are inclusive of 15% VAT. **(Bank confirmation letter to be submitted when requesting a debit order).**
14. No agreement can be cancelled/terminated within the first three months. One calendar month's written notice is required for cancellation of ALL agreements. 12- and 24-month contracts can be cancelled with one calendar month's written notice as well as the applicable cancellation fees. When cancelling a 12-month contract, the subscription fees for the remainder of period cancelled, is due at the time of notification. You will be responsible for all collection, tracing, and legal fees if you fail to settle your account. In order to help with unpaid invoices, CapriCom Networks maintains the right to temporarily remove equipment. When cancelling a 24-month fibre contract, you will be liable for a fibre cancellation fee as per your chosen fibre supplier, and stipulated in your specific fibre agreement. Cancellations to be sent to cancellation@capricom.co.za
15. Applicants indemnify CapriCom Networks, against any damage, loss, claims or cost that may result from work being done, in accordance with the services being rendered, removal of the service and/or applicants computer equipment not being compatible. Applicants acknowledge that there will be charged additional fees for work or maintenance outside the normal equipment warranty required to be done by CapriCom Networks. Applicants agree this additional work should be paid on receipt of invoice or alternatively will be added to the monthly subscription fee.
16. Use of internet related services is subject to CapriCom Networks acceptable use policy (AUP). CapriCom Networks will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, direct, or otherwise, even if CapriCom Networks has been advised of the possibility of such damages. CapriCom Networks or its agents will not be liable for any loss of data due to a software security breach, virus infection or any other form of data loss that can be incurred while connected to the internet or otherwise.

Independent Communications Authority of South Africa (ICASA) License No: 0336/CECS/Nov/2012

Licensed for Districts: Capricorn, Vhembe and Waterberg

Members: C.J. Bloem, J.W.C. Botha



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17. If any terms of this contract are found to be invalid, unlawful or unenforceable, such terms will be severable from remaining terms, which will continue to be valid and enforceable.
18. Kindly clearly select your preferred package on the application form. We will amend your package to the nearest available package, in your area (according to budget), should you choose a package that is unavailable in your area.
19. Please also provide relevant documents, as per the form below, to ensure that your installation will be booked.
20. No temporary disconnections will be allowed, on either wifi/fibre packages.
21. Term contracts, fibre and wireless, will automatically revert to month-to-month contract at the end of their respective terms, unless written notice is received within the notice period that the contract should come to an end, at the end of its respective term. Normal cancellation terms and conditions will apply.
22. **Arrear accounts may be disconnected for payment and may be subject to a reconnection fee of R350-00. Clients will be contacted telephonically, and/or emailed for arrear accounts, also notifying clients of impending disconnection.**
23. Customers may be liable for any additional and/or sundry fees levied by CapriCom Networks or fibre suppliers, without prior notice, where applicable. Customers will be notified of any additional fees in advance.
24. If at any time, there is a change to your email address or contact information, it is your responsibility to communicate these changes to our office.
25. Package upgrades might require additional equipment, which will be billed for, the client's account. These upgrades need to be confirmed with our high site, team prior to upgrade. Standard area availability for packages apply.
26. The first month subscription fee, will be calculated on a pro-rata basis, from the date of activation.
27. Protection of personal information and privacy policy – CapriCom Networks will not share your personal information with third parties, marketing or any other purposes, without your consent, unless we are required to do so, by law.
28. Credit Policy – CapriCom Networks allows equipment, initial any subsequent or replacement equipment, with the exception of battery backups, to be paid over a term of maximum six months, with no interest charges. Battery backups may be paid over a maximum period of three months. CapriCom Networks reserves the right to demand a deposit of up to 50% before any equipment is installed and/or replaced. Monthly subscription fee must be paid up to date. Arrears subscriptions may lead to disconnection.
29. Customers will be notified one month in advance, of any pricing changes in monthly subscription fees.