

Kingsley Technologies (Pty) Ltd

Terms and Conditions

Use of Site

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

Disclaimer of Warranty

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility. This disclaimer does not exclude any damages that are attributed to the negligence of **Kingsley Technologies (Pty) Ltd** or any of its employees.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

1. How these terms apply to you

1.1. The basic services offered by this website "**Kingsley Technologies (Pty)** " are provided to you free of charge: on an "as is" and "as available" basis. **Kingsley Technologies (Pty)** uses its best efforts to maintain the quality of its services, but you should not assume that **Kingsley Technologies (Pty)** is error-free or that it will be suitable for the particular purpose which you have in mind when using it.

2. Content and Disclaimers

2.1 **Kingsley Technologies (Pty)** links you to sites and information located worldwide throughout the Internet. Because Axxess has no control over such sites and information, **Kingsley Technologies (Pty)** offers no guarantee for such sites and information with regard to the accuracy, currency, content, or quality of any such sites and information.

2.2 **Kingsley Technologies (Pty)** shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by you as a result of the User accessing this website, utilising any service offered on this website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:

2.2.1 any unauthorised access of this website by third parties

2.2.2 any breakdown or failure of any equipment or medium of access to this website

2.2.3 any failure or unavailability of **Kingsley Technologies (Pty)** or any third parties' facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website

2.2.4 the destruction or accessing of the User's data or equipment

2.2.5 any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website

2.3 You hereby indemnify **Kingsley Technologies (Pty)** against any demand, claim or action against **Kingsley Technologies (Pty)** relating to or in connection with your use or accessing of this website whether directly or indirectly for any reason whatsoever.

2.4 **Kingsley Technologies (Pty)** reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.

2.5 Unless expressly stated to the contrary, **Kingsley Technologies (Pty)** owns the intellectual property rights in and to this website and the unauthorised use hereof is expressly prohibited.

2.6 You are entirely responsible for all content that you access, upload, post, email or otherwise transmit via **Kingsley Technologies (Pty)**. We are not liable for loss of any content you transmit and you should keep a backup copy of all such content.

3. Evolution and the need for flexibility

3.1 The Internet in general is rapidly evolving and **Kingsley Technologies (Pty)** is new and in constant development. **Kingsley Technologies (Pty)** reserves the right to withdraw, update or change these Terms or our Privacy Policy at any time. We will notify you of changes to these Terms or the Privacy Policy by sending you an e-mail to your registered e-mail address. If you do continue to use **Kingsley Technologies (Pty)** after a change to the Terms or the Privacy Policy and given notice to you in any of this way, you shall be deemed to have agreed to the relevant variation.

3.2 Over time **Kingsley Technologies (Pty)** intends to expand the services that you are offered. When a new service is introduced **Kingsley Technologies (Pty)** may impose special terms and conditions on the use of that service. We will make you aware of these terms and conditions before you use the service and if you accept them or use the relevant service they will form part of these Terms.

3.3 **Kingsley Technologies (Pty)** may set maximum limits for (i) the numbers or sizes of email

messages, postings or other uploaded content stored or sent, (ii) amounts of disk space allocated or used on your behalf, and (iii) number and durations of occasions when you access **Kingsley Technologies (Pty)**. These limits may vary over time without notice to you.

4. Access to Kingsley Technologies (Pty) and Registration

4.1 As **Kingsley Technologies (Pty)** evolves certain services may require a minimum equipment or bandwidth specification. We will try to inform you of these requirements but it is your responsibility to ensure that you have the right equipment or bandwidth for these services at the time of access. We are not liable for any failure to use **Kingsley Technologies (Pty)** caused by your failure to do so.

4.2 Some parts of **Kingsley Technologies (Pty)** may be accessible only to users who subscribe or pay a "per-use" charge. These sections will be clearly marked.

4.3 On registration you must provide accurate and complete information as prompted by the registration form or any other request made by **Kingsley Technologies (Pty)** "User Data". If you do not complete the mandatory information fields (marked with an asterisk) your registration will be rejected.

4.4 If any User Data changes you must change, maintain and promptly update the User Data to keep it accurate and complete. If you do not or if **Kingsley Technologies (Pty)** has reasonable grounds to suspect that any User Data is inaccurate or incomplete **Kingsley Technologies (Pty)** may suspend or terminate your account and access to the services.

4.5 You may unsubscribe from **Kingsley Technologies (Pty)** at any time by contacting **Kingsley Technologies (Pty)** at support@kingsley.co.za

5. Your obligations

5.1 You acknowledge that by using **Kingsley Technologies (Pty)** and accessing our third-party links you may be exposed to content that is of an adult nature or is offensive, indecent or objectionable. **Kingsley Technologies (Pty)** is not responsible for any such content and you must use your own discretion in whether or not you may suffer harm as a result of access to this content.

5.2 You must not use **Kingsley Technologies (Pty)** in any way (including to transmit any content) that is contrary to any applicable law or regulation or these Terms, or is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of privacy, hateful, or racially, ethnically or in any way otherwise objectionable.

Acceptance of these Terms and Conditions mean that you accept, understand and agree to the afore-mentioned disclaimer.

Our Rights

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.
4. Change the price of any of the services or products offered, we endeavour to notify our clients within 2 weeks should this become necessary.
5. Increase the speed or amount of available data at any time, provided it is at no extra cost to the end user/client.
6. Withdraw any Promotions, Special Offers, Specials or Competitions at any time.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not

limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Errors and Omissions Excepted

Neither **Kingsley Technologies (Pty)** nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website and/or other channels of communication. Furthermore, **Kingsley Technologies (Pty)** makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to support@kingsley.co.za

Kingsley Technologies (Pty) shall take all reasonable efforts to accurately indicate prices and delivery charges. However, should products be erroneously offered at incorrect prices and/or delivery charges, **Kingsley Technologies (Pty)** will not be obliged to sell products at such incorrect prices and/or delivery charges, but shall refund monies paid by you should you not wish to proceed with the purchase at the correct price and/or delivery charge.

Policies and Procedures

Privacy Policy

We at **Kingsley Technologies (Pty)** have designed our business practices to safeguard your privacy. This privacy policy applies to all the web pages related to this website.

You can visit www.kingsley.co.za, www.kingsleymobile.co.za or www.my.kingsley.co.za without revealing who you are or providing any personal information about yourself.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the

Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

There will be times, such as when you submit a questionnaire, request a service, purchase a product, etc., when we will need to obtain personally identifiable information from you or about you. Such personally identifiable information may include your name, home address, e-mail address, telephone number, identity/passport number, income, credit references, etc. The information we receive about you or from you may be used by us or shared by us with our corporate affiliates, agents, vendors and others to help process or complete a transaction; to comply with any law, regulation, audit or court order; to help improve our website or the products or services we offer; for research; to better understand our clients' needs; to develop new offerings; and to alert you to new products and services in which you may be interested. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone. By accepting these Terms & Conditions you consent to receive informational material from us, this would include promotions, price changes and information related to your services. We believe that knowing more about you can enable us to serve you better.

You should be aware that we collect usage information about you when you visit us, which helps us understand how our site is navigated, how many visitors arrive at specific pages, the length and frequency of a stay at our website, etc. In addition, **Kingsley Technologies (Pty)** web pages may place "cookies" on your personal computer. "Cookies" are small identifiers, similar to a license plate, that help us to recognize you if you visit our website again. Cookies are used to help us personalize your viewing experiences. Cookies are not designed to be used to get data from your hard drive, your e-mail or any other personal data about you. You can reject cookies by changing your browser settings. Please note, however, that if you reject our cookies it is possible that some web pages may not properly load, your access to certain information might be denied or you might have to enter information about you or your application, inquiry or purchase more than once.

We safeguard your information using known encryption, security standards and procedures. We also assess new technology for protecting client information on an ongoing basis.

Please be aware that we may change our Statement of Privacy from time to time. If we do, we will update this Statement of Privacy at our website, so be sure to check back here frequently.

If you have any questions about our Statement of Privacy or privacy policies, please feel free to e-mail your questions to us at support@kingsley.co.za

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site and related pages. Your continued use of the

website following the posting of changes to these terms will mean that you accept those changes.

Service Policy

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website. Our support number is 021 799 9600.

Service Levels

All services sold by **Kingsley Technologies (Pty)** are provided as a best-effort service, uptime and speeds cannot be guaranteed unless otherwise stated. During any technical failure, modification or maintenance of the service provided, **Kingsley Technologies (Pty)** will use its reasonable endeavours to resume the service as soon as possible. This excludes upstream provider infrastructure that is not within the control of **Kingsley Technologies (Pty)**.

Delivery Policy

This delivery policy applies to services delivered by an **Kingsley Technologies (Pty)** appointed representative only. The delivery of certain products/services sold by **Kingsley Technologies (Pty)** are handled directly by the supplier or provider. In these cases the delivery policy will be stated in the Terms and Conditions for that particular product/service. If you are not sure please contact us so that we may advise you on the delivery policy that applies to your purchase.

Delivery times stated are not guaranteed but are generally attainable within major centres. A possible delay of 24 to 96 hours can be expected outside of major centres and additional delivery costs may apply. Some deliveries might require that information or documents must be produced and copies thereof provided during the delivery, this will be communicated on purchase of the device or product if it is required.

A physical address is required for the delivery of your order. Orders to Post boxes/Private bags/Post Offices will not be accepted.

Deliveries take place on weekdays during business hours and exclude weekends and public holidays, your delivery will be dispatched on the 1st working day thereafter.

Delivery times may be delayed should the need arise for clearance of payment. Clearance for debit order payments may take up to 10 days to clear.

Kingsley Technologies (Pty) will not arrange collection of units for exchange or return (or cover related costs). The client will be responsible for arranging for the unit to be delivered to **Kingsley Technologies (Pty)**. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics.

The Courier Delivery Fee charged during checkout may differ once your order is finalised. Should this occur, we will contact you before proceeding with the delivery of your order.

Refunds Policy

Refunds will not be granted for services purchased in error. Should it be proven that a service is not working as per the Product Description, Terms and Conditions and/or Acceptable Usage Policy a refund will be granted. Refunds for amounts deposited into an **Kingsley Technologies (Pty)** banking account erroneously will also have a 15% fee levied to cover our bank charges and will only be considered for processing 7 days after the original payment date. Refunds for debit order and credit card payments are processed after the second week of the month.

Cancellations Policy

The cancellation of a product or service is the Clients responsibility. Cancellations must be actioned via email notice, fax and telephonic cancellations will not be accepted. Failure to cancel your services will result in your service or product being activated for the new month and therefore liable for payment. A minimum calendar months' notice is required for all services unless otherwise stated. Promotions carry additional Terms and early cancellation fees may be payable.

Kingsley Technologies (Pty) will not be responsible for incorrect cancellations sent via email, or be liable for any losses incurred.

Security Policy

Credit Card transactions are processed via our payment service provider Virtual Card Services PTY (Ltd).

As a payment gateway Virtual Card Services does not and cannot verify, authorise or settle any transaction. Virtual Card Services provides the conduit (the messenger) for information between the merchant and the merchant's bank.

Transaction security

Virtual Card Services uses 128-bit SSL certificates to ensure that all transactional information is passed securely between the merchant and Virtual Card Services site. No cardholder information is ever passed unencrypted and any messages sent to our servers from Virtual

Card Services are signed using MD5 hashing to prevent tampering. In the event that PAN information is returned, the PAN will be hashed, including the first 6 digits and last 4 digits of the PAN.

Encryption and Data Storage

All sensitive data is secured and stored within Virtual Card Services systems using internationally recognised 256-bit encryption standards. The data held by Virtual Card Services is extremely secure and strict policies are in place ensuring limited and secure access to their servers internally are maintained. The information stored by Virtual Card Services is highly regulated and audited regularly by a Quality Assurance Assessor (QSA).

System security

Virtual Card Services systems are regularly scanned ensuring that their infrastructure and network remains secure at all times. Further to this, Virtual Card Services use an Approved Scanning Vendor (ASV) approved by the payment card brands to review scans quarterly. Additionally, Virtual Card Services is PCI DSS Level 1 certified, which is the highest level of compliance. Virtual Card Services are audited annually by a QSA ensuring that the upmost security is maintained at all times.

Payment Options/Terms

All transactions will be processed in South African Rands (ZAR). We do not extend credit and payment is required up front, services will not be activated without payment. As of 1 April 2020 we no longer accept Cash Deposit and Electronic Funds Transfer (EFT) as a method of payment.

Credit Card Authority

By supplying your "credit card/debit card/cheque card" hereafter referred to as "account/card" details and agreeing to the Terms & Conditions the following will be seen as accepted and agreed to:

I/we hereby request and authorize you to draw against my/our card (or any other bank or branch to which I/we may transfer my/our account/card) the due amount or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly invoice and/or any overdue amounts, due to you in respect of my/our purchases/contract/agreement.

All such withdrawals from my/our account/card by you shall be treated as though they had been signed by me/us personally. I/we, "instruct" and authorize your agent Virtual Card Services PTY (Ltd), or by computer through a system provided by the South African Banks to draw against my/our account/card.

I/we understand that if account/card details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal

will be printed on my/our statement. I/we agree to pay any banking charges relating to this debit instruction. This authority may be cancelled by me at any time by updating/changing the payment method from within the Control Panel.

Renewals (monthly invoice) will be processed on the 15th day of every month with a due date of the 25th day of every month. If your payment fails, your service(s) will be disabled immediately. Please note that if you are cancelling your service(s) with **Kingsley Technologies (Pty)**, you need to cancel via email a calendar month prior to renewal. Failure to do so will result in the product being activated and the monthly subscription being debited.

All other account/card instructions (new account sign ups/activations, hardware/device purchases, top ups, upgrades), besides the monthly subscription, will be processed on a daily basis.

Debit Order Authority

This 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 or credit card 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.

The individual payment instructions so authorised to be issued must be issued and delivered as follows

i. On the 25th working day ("payment day") of each and every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the prior 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.

Debit orders will be processed on the 25th day of every month for renewal services. If your debit order fails, your service(s) will be disabled immediately. Your debit order against your bank account is an automated process and cannot be stopped after the 24th of each month.

All other debit order instructions (new account sign ups/activations, hardware/device purchases, top ups, upgrades), besides the monthly subscription debit orders, will be processed on a daily basis. Should you order a new service or upgrade your existing service after the 15th of the month, your first renewal debit order thereafter will remain unchanged and an additional debit order will be processed for the price difference within the first 5

working days of the month. The following month the full amount for the updated services will be processed in a single debit order.

I / We understand that the withdrawals hereby authorised 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. 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 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.

Debit Order Mandate

I / We acknowledge that all payment instructions issued by you shall be treated by my / our above mentioned bank as if the instructions had been issued by me personally.

Debit Order 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.

Debit Order 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.

Debit Order Contract

The signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize 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 sent by email to support@kingsley.co.za

Prorata Billing

Prorata billing applies to all new monthly billed services and on the initial purchase only. Prorata billing will not apply should you fail to pay your renewal invoice or any outstanding invoice on your account, the renewal/outstanding invoice must first be paid in order to qualify for the prorata rate on a new service. The bandwidth on a per gig service will be

prorated together with the price on purchase. The prorata price and bandwidth is calculated according to the purchase date.

Service Changes (Applies to DSL, Fibre, Mobile and VoIP)

Service Changes are changes to the product, speed, combo or data purchased which changes the renewal of the service/s and are billed prorata.

For ease of understanding, services referred to as Upgraded services are services which result in a price increase on the next renewal and Downgraded services are services which result in a lesser billed renewal than the current service.

New services can only be set to Downgrade from the second month (month after activation) and will only apply from the following month (month 3).

Clients are not able to service change to an Upgraded service and then service change to a Downgraded service in the same month. The Upgraded service change must first be renewed before a Downgrade can be set for the next renewal.

Example: a Mobile Data service is service changed from 1GB to 5GB in August. The client will only be able to set a service change to a Mobile Data service smaller than 5GB during the month of September for October as the service must first be renewed on 1 September at 5GB before it can be downgraded.

Usage Notifications

Kingsley Technologies (Pty) will send an email/sms notification to all data users who have not opted out of receiving notifications when their data usage reaches 50%, 80% and 100% of the available total. These notifications will be based on the information available to us at the time of sending the notification from our system and as such cannot be guaranteed to be 100% accurate when received by the client.

Our banking details

Please note: When making a payment use the bank beneficiary:

Kingsley Technologies (Pty) Ltd

Bank: Absa

Account: 0712910550

Type: Cheque

Branch: 632005

Debit Orders / Credit Cards

All transactions will be processed in South African Rands (ZAR). We accept credit card and debit order as methods of payment. We do not extend credit and payment is required up front, services will not be activated without payment.

As of 1 April 2020 we no longer accept Cash Deposit and Electronic Funds Transfer (EFT) as a method of payment. Clients who are in the process of transitioning to Credit Card or Debit Order will continue to be bound by the conditions below until the transition to Credit Card or Debit Order has been completed:

- All manual (cash deposit/EFT) monthly payments must reach us before 5pm on the last day of the month, failure to do so will result in all services being suspended until payment is received.
- Always use your six digit account number as your reference when making payment to avoid delays in your payment being allocated.

Failure to make payment by the due date will result in your services being suspended. Failure to pay your hosting and or domain registration on the due date may result in your domain name being deleted by the registrar and become available to the public for re-registration. Failure to pay your ADSL Line services on the due date may result in your ADSL Line services being transferred to Telkom and Telkom will continue to bill you for this service.

Please email your Proof of Payment/Cash Deposit slip to accounts@kingsley.co.za please remember to use your six digit account number as your reference when making your payment.

DSL Services

The maximum achievable speed on all DSL Data services is 40 Mbps. If you are using a DSL Line and would like to achieve speeds higher than 40 Mbps, please consider using our Fibre Data services.

By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP. All uncapped services are billed within a calendar month (1st to last day of every month). Your proof of payment is to reach us before 5pm on the last day of the month to prevent service interruption on the 1st of each month.

Prepaid services are a once off purchase and are valid for a period of 12 months (1 year), you are able to top up the prepaid service with additional bandwidth of the same service type at any time, with each top up the validity of the prepaid service will be extended with an additional 12 months (1 year).

The capacity of the Network and available bandwidth is in no way guaranteed on any of the bandwidth based services offered by **Kingsley Technologies (Pty)** and as such we reserve the right to manage (shape, throttle, limit protocol through-put) all services in accordance with the available network capacity at all times. Our first priority will always be to provide the best possible experience to all of our users when/if it becomes necessary to manage services.

Uncapped Services

Uncapped services do not carry a usage limit (cap) but speeds will be limited to the speed of the ADSL line. The service is for personal use only and may not be resold, shared or used for commercial purposes. The use of our uncapped services by WISP's (wireless internet service provider) is strictly prohibited.

All uncapped products carry an **Acceptable Use Policy**, please take the time to read through it as important information is communicated there-in. By accepting the Terms and Conditions, you also agree to the afore-mentioned **AUP**.

Uncapped services are billed on a calendar month basis (1st to last day of the month) and payment is due in advance by the 1st of each month.

Telkom ADSL Lines

By purchasing/applying for an ADSL Line service it is agreed that you accept and agree to the Terms & Conditions as stated below:

I/We hereby authorise **Kingsley Technologies (Pty)** to apply for a new convert, migrate, migrate back, convert back of my/our ADSL Line from Telkom SA Ltd or my current ADSL Line Supplier on behalf of Telkom:

In order to apply for an ADSL Line, you are required to have an active monthly billed telephone line with Telkom SA Ltd. ADSL Lines remain the property of Telkom SA Limited, installations and repairs remain their responsibility. ADSL Line sizes are supplied at the maximum stable speed available that is requested by the client, the Telkom SA Ltd network is supplied as a best effort network and therefore service cannot be guaranteed. Telkom SA Ltd. runs automated health checks on all ADSL Lines and might adjust the speed of your line in order to supply the best service possible. Should you experience complete downtime on your ADSL Line for a period exceeding 24 hours, a dispute will be logged with Telkom SA Ltd once the fault has been cleared requesting a credit for the period the line was down. Once this credit has been issued, the client's account will be credited accordingly. **Kingsley**

Technologies (Pty) (Ltd) will on behalf of our client as far as possible deal with Telkom SA Limited on the client's behalf. Should a fault be logged with Telkom SA Ltd. on the client's ADSL Line which results in a Technician being dispatched and it is found that the fault is due to faulty equipment or incorrect setup of equipment by the client an Unnecessary Call-Out charge may be charged to the client's **Kingsley Technologies (Pty)** account. Any credit due to the client by Telkom SA Limited after the transfer of their ADSL Line to **Kingsley Technologies (Pty)** remains the responsibility of Telkom SA Limited and the client will need to converse with Telkom SA Limited directly to arrange this if not done automatically. The activation of a new line is dependent on the exchange being ADSL ready as well as ports being available, the activation of a new line, cancellation, upgrade/downgrade or transfer is dependent on Telkom SA Limited as such cannot be guaranteed by **Kingsley Technologies (Pty)**. Telkom SA Limited do not allow two actions to be performed at the same time, we are therefore not able to perform a transfer and an upgrade/downgrade at the same time, we need to process each action separately.

In order to transfer an existing ADSL Line from Telkom/another ISP to **Kingsley Technologies (Pty)** it is necessary for the client to request their current ISP/Telkom to perform a migrate back application. Only once the migrate back application has been completed will **Kingsley Technologies (Pty)** be able to apply for the transfer. During this process of transfer between ISP's/Telkom the ADSL line will be in a suspension state with no ADSL access. The client has 30 days from the date of the migrate back application to request re-activation of the ADSL Line, if the re-activation is not done within 30 days, the ADSL Line will be completely cancelled. Applications received where the incorrect number has been supplied by the client will be charged for until the application has been cancelled by Telkom. No refund requests will be considered where the incorrect number was supplied on application.

The client will continue to be billed by Telkom SA Limited for the telephone/fax line rental and telephone/fax calls as well as any other services provided to them directly by Telkom. Should your line be suspended by Telkom SA Ltd, the ADSL service on your line will not be usable until Telkom SA Ltd have lifted the suspension on the line.

The ADSL line rental will be billed to the client by **Kingsley Technologies (Pty)** together with any other services provided to them. On completion of a new, transfer or upgrade/downgrade of an ADSL Line an invoice will be generated and debited via the clients nominated payment method.

Should your debit order payment against your bank account or credit card be returned (initial and monthly) unpaid the ADSL Line will be migrated back if the outstanding amount is not settled within 7 days. A migrate back will result in the ADSL Line being suspended and completely cancelled 30 days thereafter if the outstanding amount is not settled.

Payment for the rental of the ADSL Line is due before the 1st of every month, failure to pay will result in the ADSL line being migrated back. Should you approach Telkom directly to have your telephone number ported, the ADSL service on your line will automatically be

cancelled. Please advise us of your intent to port (move) your telephone line to a new address so that we may arrange for the ADSL line to be moved together with your telephone line. Should an incorrect telephone number be provided for the ADSL line and the service is successfully activated, the client will be liable for any costs arising from the activation of the ADSL Line service.

Please also note that ADSL lines are not cancelled during the month but only at the end of the month, if you wish to have your line cancelled during the course of a month you will not be refunded any monies already paid for that month and the cancellation may be subject to early cancellation fees.

Please be aware that Telkom do not allow us to submit cancellations for a specific date. In an effort to avoid the cancellation or migrate back of the line taking place before the last day of the month we submit these applications on the last 2 working days of every month. It is possible that the cancellation/migrate back will be actioned before the last day of the month or only take place the following month.

Queries pertaining to your ADSL line can be directed to support@kingsley.co.za during office hours, if you are experiencing technical difficulties you can contact our Support Line on 021 799 9600.

Fibre Services

Fibre Broadband Access is supplied as a best effort service by the Fibre Line Provider. Warranties on equipment/hardware supplied during the installation are held by the Fibre Line Provider or their chosen Representative and remain their property. In order to use the Fibre Data purchased from **Kingsley Technologies (Pty)** a Fibre router/modem is required, this router/modem needs to be purchased by the client. Only approved (ICASA, SABS) hardware is permitted to be used, un-approved hardware connected to the Fibre Line by the client which proves to be interfering/causes damage to the service provided by the Fibre Line Provider/ **Kingsley Technologies (Pty)** or its infrastructure is not permitted. Any costs which arise due to damage and repairs caused by the connection of un-approved hardware by the client will be for the clients account.

Areas marked as available on the map may not be Fibre ready at your particular address due to a number of factors. Pre-orders do not guarantee that Fibre will be available at your particular address once the planned project has been completed. Should we not be able to proceed with your application we will advise you thereof. Installations are typically completed within +- 30 days, this timeframe is however not guaranteed. **Kingsley Technologies (Pty)** only offer Fibre to the Home services through our Fibre Line Providers at this time.

Fibre line installations and connections are subject to an installation and connection fee which is prescribed by the Fibre Line Provider. Additional fees may apply should trenching or

additional cabling be required to complete the installation. Additional fees may also apply should a re-installation or indoor transfer (move line within the same premises) be required. **Kingsley Technologies (Pty)**, the Fibre Line Provider or its Contractor will make any additional charges known to the client and the client will be required to accept or reject these charges before the order is completed. Please note that should the service be ordered and the incorrect address is supplied, the client will be responsible for all charges relating to the order placed at the incorrect address.

An additional fee may be charged as prescribed by the Fibre Provider for re-grading the speed of a fibre line as well as outdoor transfers (new address) and transfers between Internet Service Providers. Downgrades may require 30 days' notice depending on the Fibre Provider. Cancellations for fibre lines are only submitted at the end of each month, the cancellation request must be submitted via email at least a calendar month before the cancellation date.

Cancellation requests which do not adhere to a calendar months notice requirement are subject to Early Termination Fees which will need to be settled before the cancellation request is processed, this fee is prescribed by the Fibre Line Provider. Transfers between Service Providers are handled in the same manner as a new installation and are typically completed within +- 30 day, this timeframe is however not guaranteed.

An additional fee of up to R2 000.00 may be charged on faults logged which are found to be caused by faulty hardware or user error. This amount will be charged to your account once we are advised of the charges by the Fibre Line Provider.

By completing the order it is deemed that consent has been received from the landlord, owner or body corporate for the installation of the service.

The available capacity on the network is shared between all users of **Kingsley Technologies (Pty)** bandwidth. Acceptable Usage Policies are attached to Uncapped Services. Capped services whilst the majority of the time will remain untouched may be shaped or throttled should the demand on the network and available capacity be affected. Capped services will generally receive priority through-put on our network provided there is no rise in demand or extenuating circumstances affecting the performance of the network.

Uncapped Services

Uncapped services do not carry a usage limit (cap) but speeds will be limited to the speed of the Fibre line. The service is for personal use only and may not be resold, shared or used for commercial purposes. The use of our uncapped services by WISP's (wireless internet service provider) is strictly prohibited.

All uncapped products carry an **Acceptable Use Policy**, please take the time to read through it as important information is communicated there-in. By accepting the Terms and Conditions, you also agree to the afore-mentioned **AUP** (Acceptable Use Policy).

Uncapped services are billed on a calendar month basis (1st to last day of the month) and payment is due in advance by the 1st of each month.

Mobile

MTN Fixed LTE

MTN Fixed LTE is a best effort service with no minimum service levels offered. Speeds will differ and no minimum speeds are guaranteed. Many factors determine the speed and quality of service which will be achieved such as but not limited to, distance, weather, and interference around and within the property.

The service is a monthly billed service which will continue on a month to month basis until cancelled. Cancellations require a calendar months' notice and must be submitted via email (Purchases on Promotion may carry additional T's & C's), cancellations cannot be set on the last 2 days of each month. The service can be set to upgrade or downgrade at any time (before the 25th of each month) but the new service will only be effective from the 1st of the following month provided no Service Change rules are in place (Refer to Policies and Procedures – Service Changes).

You are able to purchase additional data should your monthly allocation run out. This is a once off purchase which you pay for immediately. Unused topup data will rollover for one month. E.g. Purchase 10GB of Topup data on 15 October, 6GB is used up until 31 October, the remaining 4GB will be carried over to November and will be available to use up until 30 November, thereafter it will fall away. Data that has over run the available data total will be deducted from your next top-up. Example, 100GB purchased, 105GB used before capping takes place, top-up with 10GB only 5GB will be allocated.

Unused monthly data as well as topup data will rollover for 1 month. At the start of each month the rolled over data (monthly and topup) will be used first, once exhausted the monthly allocation will be used.

Night time data (where applicable) is free data that is available to use everyday between 12am and 6am. Data used during these hours will be deducted from the Night time available data balance. When Night time data is depleted, the available monthly data will be used. Night time data is Promotional data and **Kingsley Technologies (Pty)** reserves the right to withdraw it should it be deemed necessary.

This service is a Fixed LTE service which is only available on LTE Technology (excludes 3G and 2G technologies). The service is only available at pre-defined locations as provided by MTN. During the sign up process availability will be determined according to the address provided, this is due to service availability being limited per location/area in order to provide an optimal service experience. The sim will be locked to the location provided at sign up, this location must also be the location where the first connection is made and cannot be used at another location. We reserve the right to permanently suspend and cancel a service that is

found to be moved to different geographical locations often. MTN will allow one change in location per year, please provide us with 30 days' notice thereof in order for us to submit the request timeously. Should the new location not be within MTN Fixed LTE Coverage the service will need to be cancelled. The standard cancellation policy and applicable fees will apply.

MTN have specific hardware requirements, as such the devices supplied by **Kingsley Technologies (Pty)** with the MTN Fixed LTE service are those approved by ICASA and MTN.

Should a client opt to purchase their own device it must be one of the MTN approved Cat6 devices listed below, please note that using a non-approved device will result in the service being blocked.

- Huawei B618
- Huawei B525
- Huawei B612
- ZTE MF286C

The approved LTE Devices carry a 12 month Warranty if ordered through **Kingsley Technologies (Pty)** with their SIM, device warranty claims for the Recommended LTE Devices will be handled by **Kingsley Technologies (Pty)** who will deal directly with the Supplier on the clients behalf.

In line with the Consumer Protection Act, **Kingsley Technologies (Pty)** has a 5 business day return policy. Units returned must be returned as shipped (i.e. same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. If the router is returned within 5 days from delivery it will be refunded or replaced with a new unit provided the unit is returned in the same condition it was received. The cost of returning the device is the responsibility of the client and will be charged to the clients account.

On the day of purchase a prorata invoice and prorata data will be allocated and debited accordingly. The payment methods that will be accepted for the purchase and renewal of the service are Credit Card and Debit Order, please note that any other services already on the Profile which the purchase is being made on will automatically update to Credit Card/Debit Order. The SIM and Device will be delivered within 7 business days from the date of order, provided payment has cleared (payment clearance can take up to 5 days). Once delivered please allow up to 48 hours from the time the SIM Card is inserted into the device for the data to be allocated.

The purchase of the MTN Fixed LTE service is subject to RICA and you will be required to provide certain documentation when signing up as well as on delivery of the device/SIM, the requirements will be communicated to you. Clients will provide their RICA documents to the courier on delivery and the documents will be sent to **Kingsley Technologies (Pty)**, as such

please be advised that your personal details will be received by the courier, courier company and **Kingsley Technologies (Pty)**. Your personal details will only be used for the purpose of RICA and for no other reason provided it is not required by law.

Sim swops will be processed where possible at no charge. The delivery fee for the new sim will however be charged to the clients account.

Telkom LTE

Telkom LTE is a best effort service with no minimum service levels offered. Speeds will differ according to the type of connection made. Average speeds within the specified coverage areas range between 10Mbps and 50Mbps. Many factors determine the speed and quality of service which will be achieved such as but not limited to, distance, weather, and interference around and within the property.

The service is a monthly billed service which will continue on a month to month basis until cancelled. Cancellations require a minimum calendar months' notice (promotions may carry additional t's & c's) and must be submitted via email, cancellations cannot be set on the last 2 days of each month. The service can be set to upgrade or downgrade at any time (except the last 2 days of each month) but the new service will only be effective from the 1st of the following month. The monthly data is referred to as anytime data, free data which can be used between 12am and 7am is referred to as night surfer data. Where applicable anytime data is valid for 60 days from purchase (not exceeding 2 calendar months inclusive of the month of purchase) and the night surfer data is valid for 30 days from purchase (not exceeding the month of purchase). You are able to purchase additional data should your monthly allocations run out. This is a once off purchase which you pay for immediately. Where applicable unused data will only rollover if the service is active and paid up to date. Where applicable unused anytime top up data is valid for 60 days from purchase and night surfer top up data is valid for 30 days from purchase. The Telkom LTE 10GB+10GB service does not include rollover of anytime data or topup data, the data is available in the month of purchase only.

Data is used in the following sequence:

- Anytime data
- Anytime top up data

During Night Surfer Hours 12am to 7am

- Night surfer data
- Anytime data
- Anytime top up data

Data usage information and data balances are provided to **Kingsley Technologies (Pty)** once every 24 hours by Telkom. This information will be updated as received.

This service is a mobile wireless service which can be used anywhere within Telkom LTE Coverage areas. **Kingsley Technologies (Pty)** will not provide Support Services when the service is used outside of a coverage area. Clients who proceed with the purchase of the service and are not covered under the Coverage Map at the address they intend to use the service at do so at their own risk, service is in no way guaranteed in areas not displayed on the coverage map.

Services purchased packaged together with a modem must be used in the modem provided, failure to do so may result in the service not working. The make and model of the modem will be determined at Telkom's discretion.

The modem carries a 1 year Warranty if ordered through **Kingsley Technologies (Pty)** together with the Telkom SIM, device warranty claims for the modem will be handled by **Kingsley Technologies (Pty)** who will deal directly with the Supplier on the clients behalf.

In line with the Consumer Protection Act, **Kingsley Technologies (Pty)** has a 5 business day return policy. Units returned must be returned as shipped (i.e. same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. The cost of returning the device is the responsibility of the client and will be charged to the clients account if arranged by **Kingsley Technologies (Pty)**.

A prorata invoice will be generated on the day of purchase and debited accordingly. On the day of activation, we will allocate a prorata amount of data. We will re-calculate the amount due according to the date of activation and credit the initial prorata invoice generated on the purchase date. Any credit amounts will be used towards the next invoice due and any amounts due will be processed immediately against the default payment method on the profile.

The purchase of the Telkom LTE service is subject to RICA and you will be required to provide certain documentation when signing up as well as on delivery of the device/SIM, the requirements will be communicated to you. Clients will provide their RICA documents to the courier on delivery and the documents will be sent to **Kingsley Technologies (Pty)**, as such please be advised that your personal details will be received by the courier, courier company and **Kingsley Technologies (Pty)**. Your personal details will only be used for the purpose of RICA and for no other reason provided it is not required by law. Together with these Terms & Conditions the purchase and use of this service is subject to the Terms & Conditions of Telkom SA SOC Limited which can be found here: http://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml

Sim swops will be processed where possible at no charge. The delivery fee for the new sim will however be charged to the clients account.

MTN Mobile Data

Mobile Data

Mobile data is a monthly billed service unless otherwise stated. Mobile Data is subject to the same Terms and Conditions as ADSL data, for the purposes of Payment, Termination and Monitoring of Usage except where specified.

Mobile Data is subject to the Regulation of Interception and provision of Communication-related information Act where applicable (RICA). When a purchase for mobile data is made it is deemed that you have read, understood and accepted all Terms & Conditions pertaining to the purchase.

If you have any queries please contact us before making any purchase for any service through this website, our 24 hour, 7 day a week support number is 0861 300 900.

Coverage and Signal Availability

Service delivery of Mobile data is dependent on signal availability and demand for data services in any particular area. **Kingsley Technologies (Pty)** does not warrant or guarantee service for any specific areas, whilst every effort will be made to give clients an indication of possible service (via the Coverage Map). **Kingsley Technologies (Pty)** accepts no liability should the aforementioned map differ to actual data service experienced.

LTE

SIM cards provided by **Kingsley Technologies (Pty)** are not automatically LTE enabled. LTE capable **Kingsley Technologies (Pty)** Mobile SIMS can be activated for LTE services. Activation of LTE on the SIM is within 72 hours of the request. Clients using their own MTN SIM for **Kingsley Technologies (Pty)** Mobile Data will need to request the activation of LTE with MTN directly.

An LTE capable device is required in order to obtain LTE speeds.

Purchasing of Data and Devices

Kingsley Technologies (Pty) reserves the right to limit the quantity of purchases made. Data and devices may only be purchased via credit card or debit order. EFT, Stop Order and Cash Deposits are not accepted. Your order will be shipped once your payment has been cleared.

All purchases of data are prorated on the day of purchase, both the data allocation and price are prorated. Should delivery of your SIM occur the month after it was purchased the data allocated on the SIM will be calculated from the date of purchase to the last day of the month it was purchased in.

Credit Card payments are cleared within 24 hours and Debit Order payments can take up to 10 working days to clear. Your order will be shipped on the first working day of your payment being cleared.

Rollover of Data

Unused data rolls over to the following renewal month (calendar month) for a period of 3 months. Rolled over data will be used first from the 1st of each month and thereafter the renewal data will be used. Rollover data consists of unused renewal data and unused top up data.

The most recent rolled over data will be used first, working on a system of last in first out.

EXAMPLE

The monthly renewal on a 10GB service is 10GB. In the last 3 months the following amounts of unused data have rolled over, March 1GB, April 2GB, May 2GB. On the 1st of June the service will renew and 10GB will be allocated together with the 4GB which has rolled over from March to May. Usage from the 1st of June will be deducted from the rolled over data from May then April then March, only once the rolled over data of 4GB has been exhausted will the renewal data of 10GB start being used. Should there be any unused data by the end of June, this data will rollover to July and the process will begin again. Should usage not reach the rolled over data for March it will fall away.

Rollover of Data is only applicable to services which are paid up to date and are renewed monthly. If your debit order or credit card payment fails for any reason you will not be able to use any Rollover Data until all services are paid up to date. Should you cancel your service any accumulated rollover data will fall away and cannot be reinstated if the cancellation date has passed and the service is restored.

Device Support

Technical support is provided for the setting up of the APN on the client's device. **Kingsley Technologies (Pty)** does not offer support on applications or set-up of device applications such as email.

Existing SIM

Clients are able to use **Kingsley Technologies (Pty)** Mobile Data on their existing contract MTN sim (not available on prepaid MTN sim's). The client's use of their existing MTN contract sim is subject to the same Terms and Conditions as all other **Kingsley Technologies (Pty)** Mobile Data products and services. Should we fail to verify your MTN sim with MTN for provisioning of **Kingsley Technologies (Pty)** Mobile Data your order will be deleted (all purchases within the order) and the purchase/s will need to be re-purchased.

"Topping-up" Data

Mobile data clients are able to top up their data should they exhaust it at any time during the month. Data that has over run the purchased data total will be deducted from your next top-up. Example, 500mb purchased, 550mb used before capping takes place, top-up with 500mb, 450mb will be allocated.

Cancellation of Data

If a data product is cancelled the SIM card linked to the product including any unused data will be cancelled on the requested date. If the client has opted to use their own SIM, the **Kingsley Technologies (Pty)** Mobile Data service will be discontinued on their selected SIM. Once cancellation of the SIM has taken place it cannot be reactivated.

Failure to Pay

Should we not receive payment for data purchased the data together with the SIM provided will be cancelled. If the client has opted to use their own SIM, the **Kingsley Technologies (Pty)** Mobile Data service will be discontinued on their selected SIM. Once the SIM has been cancelled it cannot be reactivated.

Mobile Devices, Warranty and Exchange/Return Policy

Certain Mobile Devices are only available to be purchased together with a Mobile Data product and cannot be purchased as a stand-alone product. **Kingsley Technologies (Pty)** has a 7 business day device return policy from date of purchase. Units returned must be returned as shipped (i.e same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. **Kingsley Technologies (Pty)** will NOT arrange collection of units for exchange or return (or cover related costs). The client will be responsible for arranging for the unit to be delivered to **Kingsley Technologies (Pty)** or the Supplier. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics

All Mobile Devices are covered by a product specific warranty as per the manufacturer's warranty, for the repair or replacement of faulty units. The warranty is limited to items covered by the manufacturer only. The warranty does not cover any damage deemed to have been caused by the client's misuse or mistreatment of the product (including damage due to improper return shipping of the product for exchange or return). Using incorrectly sized SIM cards and any physical damage as a result, is deemed to be improper use or abuse of the product. This effectively voids the manufacturer's warranty and therefore will not be exchanged or returned. This further extends to the use of unapproved accessories or modifications which effectively void the warranty on the product. In such circumstances, **Kingsley Technologies (Pty)** nor the Supplier will be liable to repair or replace any such devices and no further correspondence will be entered into once the device is deemed to be out of warranty.

Failure to abide by **Kingsley Technologies (Pty)**' policy can result in deductions to the claimed refund or rejection of claims for refund or exchange.

Device warranty claims for Huawei products and devices will be handled by **Kingsley Technologies (Pty)** who will deal directly with the Supplier on the clients behalf.

The warranty on Huawei devices is 12 months.

In order to speed up warranty claims and repairs we are required to provide the purchaser's contact details to the suppliers. These details are provided to the supplier on condition that it may only be used to verify the purchase of the product and will not be used in any other manner.

Identity Verification Requirements (RICA)

By accepting the Terms and Conditions for RICA you undertake to inform any persons that the purchase is intended for of the Terms and Conditions herein and their responsibilities in terms of the RICA Act.

All Data products are subject to RICA verification, as stipulated by law (Regulation of Interception of Communication Act of 2008). Clients are required to produce a legible copy of their valid Identity Document or Passport and proof of residential address. Non-South African citizens may submit a copy of their valid Passport. Verification documents must contain photo identification and must be a barcoded form of identification. Failure to produce the required aforementioned information will result in the product not being activated, regardless of any amounts billed.

Delivery of the data product will not take place if the required documentation is not produced and successfully verified. RICA verification must be done in person, for each new purchase of a data product regardless of whether the person/s has been RICA' d previously. The drivers of the courier service used by **Kingsley Technologies (Pty)** are RICA agents and will RICA the user upon delivery of the order. The person who will use the SIM is the person who will be vetted and must therefore be available to accept delivery. Under no circumstances will someone else be able to accept delivery on behalf of the user. Should the order be for business purposes an authorized representative for the business must be available to accept delivery and be vetted in his/her own capacity on behalf of the business. Clients will be required in terms of the Act to keep their physical address updated with **Kingsley Technologies (Pty)** for a period of five (5) years from the date of purchase. The RICA verification for individuals younger than 18 years of age must be performed by their Legal Guardian on their behalf.

The following documentation together with legible copies thereof will be required for the RICA verification; the copies will be retained by the person delivering your RICA product:

For a Natural Person:

- Proof of Identification
- Proof of Physical Address (Home Address)

For a Business:

- Proof of Company Details
- Proof of Address

- Letter authorising selected representative to act as representative on behalf of the business
- Proof of Identity for the representative
- Proof of physical home address of company representative

The following documents are accepted for verification purposes:

Identity Verification (Natural Persons and Company Representative):

- Green bar-coded South African ID book
- Valid temporary ID issued by Home Affairs
- Valid South African passport
- New bar-coded ID cards
- For Non-South African citizens – Passport or valid VISA / permit

Company Detail Verification (Businesses):

- Company registration documents
- Tax Clearance Certificate
- SARS registration documents, or
- Any other Government issued documents containing the Company details

Proof of Physical Address (Natural Persons, Businesses and Company Representatives):

- Lease Agreement (not older than 12 months)
- Municipal Account (not older than 3 months)
- TV License (not older than 12 months)
- Telephone Account (not older than 3 months)
- Bank Statement (not older than 3 months)
- Retail account which is delivered to that address on a regular basis (not older than 3 months)

Sim swops will be processed where possible at no charge. The delivery fee for the new sim will however be charged to the clients account.

Hosting

The **Kingsley Technologies (Pty)** Hosting environment is offered without uptime guarantees, unless specifically stated. Local Hosting refers to the physical location, and not the IP traffic and/or network routing. This means that the hosting servers are physically located within

the boundaries of South Africa. International Hosting refers to servers physically hosted outside the boundaries of South Africa.

Kingsley Technologies (Pty) will not be liable for any loss or damage, 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, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the Client's selected domain names/s OR ANY ACTION TAKEN BY **Kingsley Technologies (Pty)** IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The Client hereby indemnifies and holds harmless **Kingsley Technologies (Pty)** against any loss whatsoever arising from any dispute or claim or other action occasioned by the Client's use and registration of its selected Domain Name, even if **Kingsley Technologies (Pty)** has been advised of the possibility of such damages;

Kingsley Technologies (Pty) will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Clients also hereby indemnify **Kingsley Technologies (Pty)** against any 3rd party claims against themselves as resellers or services provided to the public or privately. Clients will be solely liable to external parties for losses and may, in no way, petition **Kingsley Technologies (Pty)** to share or cover such losses or liability, either directly or indirectly. **Kingsley Technologies (Pty)** is also indemnified from direct claims from Clients for losses incurred due to 3rd party actions or claims.

Neither **Kingsley Technologies (Pty)**, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that **Kingsley Technologies (Pty)**' Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the **Kingsley Technologies (Pty)** Server service, unless otherwise expressly stated in this Agreement.

Kingsley Technologies (Pty) expressly limits its damages to the Client for any non-accessibility time or other down time during the system unavailability. **Kingsley Technologies (Pty)** specifically denies any responsibilities for any damages arising as a consequence of such unavailability. The client/user indemnifies **Kingsley Technologies (Pty)** against any loss or damage whatsoever, which may arise from the use of any third party software, add-ons or plugins available through our hosting services or platforms.

Kingsley Technologies (Pty) is not responsible if an external company network and firewall is setup to block access to services **Kingsley Technologies (Pty)** provides. If a client's network is setup to block certain ports or web addresses that compromise the services **Kingsley Technologies (Pty)** provides it is the client's responsibility to ensure that their network configurations are changed as necessary. **Kingsley Technologies (Pty)** endeavours to keep a backup of the domain, the backup is of the last 3 days content only. Whilst we endeavour to keep a backup of the last 3 days content this can in no way be guaranteed, it is the client/site owners responsibility to keep a local backup of their site/s at all times. **Kingsley Technologies (Pty)** will in no way be held responsible for any loss of content whatsoever.

On application and payment for the transfer of a hosting service the domain space is reserved on our hosting server. It is the client's responsibility to ensure that the transfer request from **Kingsley Technologies (Pty)** is accepted and to advise **Kingsley Technologies (Pty)** of any delays. The client will be billed for the reserved hosting space regardless of the domain being transferred or not unless cancelled.

Kingsley Technologies (Pty) may at times, revise or amend its current **Unlimited Web Traffic** offerings relating to traffic allocations and disk sizes.

By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP.

ZACR Registrant Agreement

1. Definitions

1.1. "Administration Sites" means the Registry's official administration website/s including, but not limited to www.registry.net.za and the Registrars official administration website/s including, but not limited to www.kingsley.co.za.

1.2. "Agreement" means the Application read together with these terms and conditions.

1.3. "Applicant" means the party making application for the delegation or update of the Domain Name in terms of this Agreement, and who will be identified as the Registrant on the Application.

1.4. "Application" means the application for the delegation or update of the Domain Name submitted by, or on behalf of, the Applicant and to which these terms and conditions apply.

1.5. "Registry" means ZA Central Registry NPC, a company registered in accordance with the laws of South Africa with registration number 1988/004299/08, its successors or permitted assigns.

1.6. "Domain Name" means the domain name in the Namespace, designated by the Applicant in the Application, and governed by the Agreement.

1.7. "Namespace" means the .za domain namespace of the Internet.

1.8. "Personal Information" means information relating to an identifiable, living, natural person.

1.9. "Registrar" means **Kingsley Technologies (Pty)**.

1.10. "Published Policies" means those specifications and policies established and published by the Registry from time-to-time relating to the administration of the Namespace, and includes the Launch Policy, Sunrise Dispute Resolution Policy, and Auction Policy. The published policies can be found on the Administration Sites.

2. Applicability

2.1. The Registry is responsible for delegating domain names in the .za domain / gTLD namespace of the Internet.

2.2. These terms and conditions apply to all the .za domain / gTLD domain names.

2.3. The Applicant also agrees to be bound by the Published Policies.

3. Fees

3.1. Payment for any fees due is strictly in advance of registration/renewal, payable by debit order or credit card.

3.2. Should the Applicant fail to pay any of the fees contemplated in this clause 3 within the periods stated herein, the Registrar may, without derogating from any other right which it may have in terms of this Agreement or otherwise, and without notice, withdraw the Domain Name delegation.

3.3. Under no circumstances whatsoever will the Registry or Registrar be obliged to refund any fees paid by the Applicant in terms of this clause 3.

4. Rights to Domain Name 4.1. The Registry or the Registrar will under no circumstances whatsoever be obliged to determine the right of the Applicant to the Domain Name. Domain names are delegated on a "first-come-first served" basis (unless the Application is made as

part of the Namespace launch phase) and the delegation of the Domain Name by the Registry will in no way constitute any indication or warranty of the Applicant's right to utilise such name.

4.2. The Registry and Registrar give no warranties of any nature whatsoever with regard to the Domain Name, the registration or use thereof and hereby disclaim all such warranties, whether express or implied.

4.3. Under no circumstances whatsoever will the Registry or Registrar be obliged to act as an arbiter of disputes arising out of the registration and use of the Domain Name.

4.4. Should a third party (the "Complainant"), in contemplation of legal action against the Applicant in court or as described in clause 4.5, present the Registry or Registrar with prima facie evidence that indicates that the Domain Name violates the rights of the Complainant, then the Registry will be entitled to provide the Complainant with the Applicant's name and contact particulars. All further communication will exclude the Registry and the Registrar, and who will have no further obligations to the Applicant or complainant.

4.5. The Applicant accepts the jurisdiction of any dispute resolution mechanism established in respect of the Namespace by the Registry, ICANN or by applicable law, as the case may be, in disputes relating to the Domain Name, including the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Uniform Rapid Suspension ("URS"), and agrees to be bound by any decision that may result.

5. The Applicant's Warranties & Indemnity

5.1. The Applicant hereby irrevocably represents, warrants and agrees that:

5.1.1. the information provided in the Application is accurate and complete, and that it will keep such information up to date at all times;

5.1.2. it has the right without restriction to use and register the Domain Name;

5.1.3. to the best of its knowledge and belief the registration of the Domain Name or its use does not and will not directly or indirectly infringe any legal right of any third party in any jurisdiction, including with respect to trade mark, service mark, trade name, company name, close corporation name, copyright or any other intellectual property right;

5.1.4. will not use the Domain Name for any unlawful purpose whatsoever, including, without limitation, distributing malware, abusively operating botnets, defamation, unfair competition, passing off, phishing, piracy, counterfeiting, fraudulent or deceptive practices or generally for the purpose of confusing or misleading any person;

5.1.5. at the time of the initial submission of the Application, and at all material times thereafter, it must have an operational name service from at least two operational name servers for the Domain Name. Each server is and will continue to be fully connected to the Internet and capable of receiving queries relating to the Domain Name and responding thereto; and

5.1.6. it has selected the Domain Name without any input, influence or assistance from the Registry and/or Registrar.

5.2. Pursuant to the above warranties, the Applicant hereby agrees that it will defend, indemnify and hold harmless the Registrar and the Registry, their directors, officers, members, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the use or registration of the Domain Name, including reasonable attorneys' fees on an attorney and own client basis. Such claims will include, without limitation, those based upon trade mark infringement, copyright infringement, dilution, unfair competition, passing off, defamation or injury to reputation. The Registrar agrees to give the Applicant written notice of any such claim, action or demand within reasonable time of becoming aware thereof. The Applicant agrees that the Registry and /or the Registrar will be defended by attorneys of their own respective choices at the Applicant's expense, and that the Applicant will advance the costs incurred in such litigation, to the respective parties on demand from time to time.

6. Withdrawals and Transfers

6.1. The Applicant agrees that the Registry or Registrar will have the right to withdraw the Domain Name delegation, suspend operation of the Domain Name, or transfer the Domain Name (as the case may be):

6.1.1. in the circumstances contemplated in clause 3;

6.1.2. should the Applicant breach any warranty given under clause 5.1;

6.1.3. if the Applicant withdraws its consent for processing of Personal Information described in clause 7;

6.1.4. should the Applicant breach any other provision of this Agreement, and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the Registrar calling upon it to do so;

6.1.5. in order to correct mistakes by Registrar or the Registry in registering the Domain Name pursuant to the Published Policies or ICANN policy applicable to the Registrar;

6.1.6. on receipt of an order by any competent court having jurisdiction; or

6.1.7. on receipt of a decision by a dispute resolution provider appointed in terms of an official domain name Dispute Resolution Procedure introduced by law, or adopted and published by the Registry or ICANN (if applicable).

6.2. In the event that the Registrar's accreditation is withdrawn by the Registry, the Registry may initiate a forced transfer of the Domain Name to another registrar.

7. Personal Information

7.1. Personal Information provided by the Applicant to the Registrar will be used in a manner generally accepted in the domain name industry, and in particular for the following purposes:

7.1.1. use of Personal Information by the Registrar and Registry in providing the registrar and registry services respectively and in particular providing a public WHOIS facility which may include the Personal Information;

7.1.2. inclusion of Personal Information in escrow deposits by the Registrar and Registry held by third parties located both inside and outside of the respective countries in which they provide the services;

7.1.3. transfer of Personal Information to the Registry's affiliates and service providers for the purposes of providing registry services wherever in the world such parties may be located;

7.1.4. transfer of Personal Information to a third party replacing the Registry in providing the registry function in terms of the registry agreement between ICANN and the Registry, wherever in the world such third party may be located.

7.2. In processing the Personal Information as set out in clause 7.1 the Registrar and Registry may transfer such Personal Information to the parties described therein. If the Registrar is a reseller of registrar services, then the Personal Information will also be transmitted to the sponsoring registrar.

7.3. THE APPLICANT CONSENTS TO THE PROCESSING OF PERSONAL INFORMATION AS DESCRIBED IN CLAUSES 7.1 AND 7.2. AND ACKNOWLEDGES THAT REGISTRATION, TRANSFER OR RENEWAL OF THE DOMAIN NAME IS DEPENDENT ON SUCH CONSENT.

7.4. Provision of the Domain Name is dependent on the Applicant's consent, and the Domain Name may be suspended or withdrawn if the Applicant withdraws such consent.

8. Exemption and Indemnity of the Registry

8.1. THE REGISTRY ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. THE APPLICANT WILL INDEMNIFY, DEFEND, AND HOLD THE REGISTRY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) RELATING TO OR ARISING OUT OF TO THE APPLICANT'S DOMAIN NAME REGISTRATION.

9. General

9.1. For adjudication of any legal disputes between the Applicant and the Registry, the Applicant hereby consents to the jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria).

9.2. The Agreement will be construed and interpreted in accordance with the law of the Republic of South Africa.

9.3. The Applicant acknowledges that the Registry may oblige the Registrar to make changes to or supplement the Agreement or parts of the Agreement ("amendments") if these amendments are reasonably necessary for the administration of the Namespace. These amendments will be published on the Administration Sites from time to time.

9.4. The Applicant accepts that it is incumbent on it to monitor such changes and it hereby agrees that should it fail to notify the Registrar of the Applicant's wish not to be bound by such amendments within 30 (thirty) days of such amendment being published, it will conclusively be deemed to have acceded and agreed to the amendments thus published.

9.5. To the extent that the Registry is granted rights, the relevant provisions of this Agreement will constitute an agreement for the benefit of a third party (stipulatio alteri) in the Registry's favour. Where the Registry has lawfully assigned its rights and duties under its Registry-Registrar Agreement with the Registrar, the assignee will be the beneficiary under this clause.

9.6. In the event that any of these terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Domain Registrations

Kingsley Technologies (Pty) has not and does not conduct pre-registration searches in respect of the client's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name client/client about possible conflicting third party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights. Domain Names are registered by the respective Registrars on a first come first served basis we are therefore unable to guarantee that the domain name applied for will be available when the instruction is sent to the Registrar. Domain registrations are billed on an annual basis two (2) months in advance e.g. if the original registration date was on the 15th of March 2013 you will be billed your annual registration fee on the 1st of January 2014.

The client acknowledges that the use or registration of the Domain Name by the client must not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, trade name, company name, close corporation name, copyright

nor any other intellectual property right, and that the client has the right to use the Domain Name.

Kingsley Technologies (Pty) cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, the client acknowledges that **Kingsley Technologies (Pty)** may be presented with evidence that a Domain Name registered by its client violates the rights of a third party. In such instance **Kingsley Technologies (Pty)** shall be allowed to provide a complainant with the client's name and address and all further communication will exclude **Kingsley Technologies (Pty)** and **Kingsley Technologies (Pty)** will have no further obligations to the client. In such instances the client shall be entitled to continue using the Domain Name registered by **Kingsley Technologies (Pty)** until a court or other body with jurisdiction directs otherwise.

Kingsley Technologies (Pty) will not be liable for any loss or damage, 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, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the client's selected domain names/s OR ANY ACTION TAKEN BY **Kingsley Technologies (Pty)** IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The client hereby indemnifies **Kingsley Technologies (Pty)** against any loss whatsoever arising from any dispute or claim or other action occasioned by the client's use and registration of its selected Domain Name, even if **Kingsley Technologies (Pty)** has been advised of the possibility of such damages. **Kingsley Technologies (Pty)** will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Failure to pay the annual renewal fee or failing to respond to a renewal notification from **Kingsley Technologies (Pty)** will result in the domain name being deleted which will result in the domain becoming available to the public to register. Additional fees may apply to redeem a domain which has entered the deletion process.

Please note: **The free .co.za domain registration** is only applicable if you select a domain with a hosting package. This offer does not apply to our parked. After 10 months, you will be billed for the annual renewal of your domain, should you decide to retain the domain. Should you wish to cancel or transfer your domain away from **Kingsley Technologies (Pty)** during the first 10 months of service, you will be invoiced for the registration originally covered by **Kingsley Technologies (Pty)**, the cancellation/transfer will only take place once this invoice has been paid.

Modems

Please ensure that you purchase the correct modem/router for your connection type, e.g. ADSL, Fibre and Mobile. A modem/router is required in order to utilize our services and is not included with the data product purchased unless otherwise stated.

Kingsley Technologies (Pty) has a 7 business day return policy. Units returned must be returned as shipped (i.e. same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. If the modem is returned within 7 days it will be refunded or replaced with a new unit.

Kingsley Technologies (Pty) will not arrange collection of units for exchange or return (or cover related costs). The client will be responsible for arranging for the unit to be delivered to **Kingsley Technologies (Pty)**. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics.

All modems carry a 12 month warranty. If outside of the 7 day return window, faulty modems can be returned to **Kingsley Technologies (Pty)** and will either be replaced with a re-furbished unit or sent to the manufacturers for repairs and returned to the client upon completion. Clients are able to choose whether they would like to wait for their own router to be repaired, or if they would like a refurbished unit sent straight away.

The warranty and returns policy does not cover any damage deemed to have been caused by the client's misuse or mistreatment of the product (including damage due to improper return shipping of the product for exchange or return).

Using the incorrect power supply is deemed to be improper use or abuse of the product. This effectively voids the manufacturer's warranty and therefore will not be exchanged or returned. This further extends to the use of unapproved accessories or modifications which effectively void the warranty on the product. In such circumstances, **Kingsley Technologies (Pty)** will not be liable to repair or replace any such devices and no further correspondence will be entered into once the device is deemed to be out of warranty.

Failure to abide by **Kingsley Technologies (Pty)**' policy can result in deductions to the claimed refund or rejection of claims for refund or exchange.

Promotions

Vuma Uncapped Fibre Promotion

This promotion starts on **25 February 2020** and is a limited promotion that may be stopped at any time. This promotion only applies to the uncapped fibre product as seen on our website. This promotion includes: A reduced Installation and Connection Fee, clients only pay R999.00 and a Free Router.

Kingsley Technologies (Pty) will subsidise the standard installation and or connection/activation fees of a new installation on behalf of our client, clients will pay a reduced fee of R999.00. This amount does not include any fees due where additional installation/trenching charges apply.

Kingsley Technologies (Pty) will provide the client with a free fibre router valued at up to R799.00, the make and model thereof is determined at **Kingsley Technologies (Pty)**' discretion. The delivery of the router will be charged at R150.00.

Should the service be set to cancel or transfer to another ISP within 6 months of the activation date a cancellation fee of R999.00 will become payable before the cancellation is processed together with a calendar months' notice. Should the monthly payment for the service fall into arrears the service will be cancelled and the cancellation fee of R999.00 will automatically be billed to the clients account.

Downgrades to a smaller package/service/speed from what was originally purchased will not be permitted within 6 months of the activation date.

If the Fibre Line cannot be installed or the installation/activation is cancelled the client will have the option of purchasing the router or returning it to us in its original packaging and condition. In cases where the installation/activation has been cancelled by the client, the collection costs will be for the clients account.

This Promotion excludes Pre-Orders. This Promotion includes Resellers/Business Partners as of 3 March 2020. Purchases on this Promotion are limited to 3 per profile/individual (does not apply to Resellers/Business. Partners).

Uncapped Fibre Promotion (Excludes Vuma Fibre)

This promotion starts on **25 February 2020** and is a limited promotion that may be stopped at any time. This promotion excludes Vuma/Vumatel Fibre with effect from 25 February 2020, please see below for the Vuma Fibre Promotion. This promotion only applies to the uncapped fibre product as seen on our website. This promotion includes: Free Installation and Activation/Connection and a Free Router.

Kingsley Technologies (Pty) will pay the standard installation and or connection/activation fees of a new installation on behalf of our client during this Promotion to a maximum of R3 000.00. The amount of R3 000.00 does not include any fees due where additional installation/trenching charges apply.

Kingsley Technologies (Pty) will provide the client with a free fibre router valued at up to R799.00, the make and model thereof is determined at **Kingsley Technologies (Pty)** ' discretion. The delivery of the router will be charged at R150.00.

Should the service be set to cancel or transfer to another ISP within 6 months of the activation date a cancellation fee of R999.00 will become payable before the cancellation is processed together with a calendar months' notice. Should the monthly payment for the service fall into arrears the service will be cancelled and the cancellation fee of R999.00 will automatically be billed to the clients account.

Downgrades to a smaller package/service/speed from what was originally purchased will not be permitted within 6 months of the activation date.

If the Fibre Line cannot be installed or the installation/activation is cancelled the client will have the option of purchasing the router or returning it to us in its original packaging and condition. In cases where the installation/activation has been cancelled by the client, the collection costs will be for the clients account.

This Promotion excludes Pre-Orders. This Promotion includes Resellers/Business Partners. Purchases on this Promotion are limited to 3 per profile/individual (does not apply to Resellers/Business Partners).

MTN Fixed LTE: SIM Only Promotion

This Promotion starts on **5 November 2019** at 9am.

This promotion is valid for all new and existing clients purchasing an MTN Fixed LTE sim only service. The pricing as displayed on the sign up and checkout pages is Promotional pricing.

The delivery of the sim is free. On the day of purchase a prorata invoice and prorata data will be allocated and debited accordingly. We endeavour to provide clients with 30 days notice should the pricing change.

This Promotion is valid until further notice. This Promotion includes Business Partners/Resellers.

Free Delivery

This applies to any purchase which includes free delivery.

Acceptance of Terms

All **Kingsley Technologies (Pty)** services are provided as a Best Effort Service and no guarantees on up time or availability are offered. We implore clients using our services to operate their business, server or any type of critical services (not limited to those mentioned here) or any type of operation that could have a detrimental effect on themselves, business or others have back up services in place to ensure a continuation of service with minimal downtime should their service be affected in any way. **Kingsley Technologies (Pty)** together

with its Suppliers and Partners endeavour to provide maximum up time for all services at all times.

I accept and understand that:

The service will be subject to:

- a. Provisions of the Electronic Communications Act No 36 of 2005 ("the ECA"), including the Acceptable Usage Policy of all Service Providers and Network Operators for which **Kingsley Technologies (Pty)** resell services.
- b. All services are Month to Month, service/s may be terminated by the client or **Kingsley Technologies (Pty)**. The accepted cancellation method is via email and one calendar months' notice is required, in certain instances a cancellation fee may be applicable.
- c. **Kingsley Technologies (Pty)** will be entitled to change the price of any service purchased or discontinue a service or product type. **Kingsley Technologies (Pty)** endeavors to provide clients with reasonable notice of such changes.
- d. **Kingsley Technologies (Pty)** reserves the right to limit the methods of payment options per service or product type.
- e. Should I/we fail to pay my/our account in full I/we shall be liable for any resultant collection, tracing and/or legal fees and all my services will be suspended.
- f. **Kingsley Technologies (Pty)** will be entitled to verify the information contained on the client's order form and generally make enquiries it deems necessary. **Kingsley Technologies (Pty)** will also be entitled to furnish any information regarding the client's account with **Kingsley Technologies (Pty)** and his compliance with these conditions to any credit bureau / Bank.
- g. I/we hereby indemnify **Kingsley Technologies (Pty)** against any damage, loss, claims or cost that may result from work being done in connection with the connection and / or removal of the service.
- h. All services sold by **Kingsley Technologies (Pty)** are sold as a best effort service, throughput is in no way guaranteed.
- i. **Kingsley Technologies (Pty)** together with its Suppliers and Partners disclaim any liability resulting from:
 - a. Interruption of service
 - b. Delays in provisioning, delivery or providing of the service
 - c. Acts of God
 - d. Negligence in any manner or form
 - e. Unauthorised use or misuse of the clients account and/or passwords
 - f. Misinformation provided by employees
 - g. Damages arising from the inability to access or utilise a service
- j. I/we agree that any claim under this Agreement is limited to the amount paid for the monthly service in dispute not exceeding 3 months. **Kingsley Technologies (Pty)** and its Suppliers/Partners shall not be liable for any direct, indirect or incidental damages resulting from the client/user's inability to use any of the Services or the cost to procure an alternative service.

All links provided here-in where you are directed to a different page or site remain part of these Terms & Conditions, by accepting these Terms & Conditions you are accepting the Terms and/or Policies represented on these pages.

General Notice

Thank you for reading **Kingsley Technologies (Pty)**'s Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to clients and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our client services/legal department at 0861 300 900.

Kingsley Technologies (Pty) respects the rights of our clients and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

ISPA membership and Code of Conduct

Kingsley Technologies (Pty) confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, **Kingsley Technologies (Pty)** is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at <https://ispa.org.za/code-of-conduct/>

Unlawful Use

Kingsley Technologies (Pty)'s services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

This includes:

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover **Kingsley Technologies (Pty)** cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by **Kingsley Technologies (Pty)**'s network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with **Kingsley Technologies (Pty)** on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, **Kingsley Technologies (Pty)** will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using **Kingsley Technologies (Pty)**'s resources, including the provisioning of all personal identifiable data.

Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Company's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

Threats to Network Security

Any activity which threatens the functioning, security and/or integrity of **Kingsley Technologies (Pty)**'s network is unacceptable.

This includes:

1. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by **Kingsley Technologies (Pty)** for this goal;
2. Any effort to use **Kingsley Technologies (Pty)**'s equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
4. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
5. Any activity which threatens to disrupt the service offered by **Kingsley Technologies (Pty)** through "denial of service attacks", flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;
6. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
7. Any unauthorised monitoring of data or traffic on the network without **Kingsley Technologies (Pty)**'s explicit, written consent.
8. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

Public Space & Third Party Content & sites

In reading this AUP or in signing a service contract with **Kingsley Technologies (Pty)**, you acknowledge that **Kingsley Technologies (Pty)** has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that **Kingsley Technologies (Pty)** cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the **Kingsley Technologies (Pty)** network websites and web pages or sites displayed as search results or contained within a directory of links on the **Kingsley Technologies (Pty)** network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

Kingsley Technologies (Pty) employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

Usenet Newsgroups

The client is responsible for determining and familiarizing himself or herself with the written policies of a given newsgroup before posting to it.

The client must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and **Kingsley Technologies (Pty)** reserves the right to delete and/or cancel posts which violate the following conditions:

1. Excessive cross-posting of the same article to multiple newsgroups.
2. Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
3. Posting binaries to a non-binary newsgroup.
4. Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.

Kingsley Technologies (Pty) does not monitor nor control the content that is available or unavailable via newsgroup and/or usenet services. The services offered by **Kingsley Technologies (Pty)** in respect to usenet services is merely a convenience to **Kingsley Technologies (Pty)** clients to make the use of the service more convenient. **Kingsley Technologies (Pty)** accepts no liability and has no control over the content that may or may not be available, including, but not limited to, pornography, illegally obtained movies, applications and music.

Unsolicited, Spam and Junk mail

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. **Kingsley Technologies (Pty)** will take swift and firm action against any user engaging in any of the following unacceptable practices:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;

4. Using **Kingsley Technologies (Pty)**'s service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
5. Including **Kingsley Technologies (Pty)**'s name in the header or by listing an IP address that belongs to **Kingsley Technologies (Pty)** in any unsolicited email sent through **Kingsley Technologies (Pty)**'s network or not;
6. Failure to secure a client's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. **Kingsley Technologies (Pty)** reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. **Kingsley Technologies (Pty)** also reserves the right to examine the mail servers of any users using **Kingsley Technologies (Pty)**'s mail servers for "email hosting" (when the user relays its mail via a **Kingsley Technologies (Pty)** mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with **Kingsley Technologies (Pty)**'s privacy policy.

Free Email Account

Kingsley Technologies (Pty) provides 1 free email addresses per profile/client per Uncapped ADSL service. The email address is provided free of charge and will remain active even in the event of the client cancelling their services. The email account must send or download an email at least once within a 6 month period, failing this the email address will be deleted and become available to other users.. Should you require an email address for business purposes please have a look at our Hosting Services. Please ensure that you familiarize yourself with the Spam/Virus Filtering and Webmail sections here-under should you choose to make use of this service.

Spam/Virus Filtering

Kingsley Technologies (Pty) provides a spam and virus filtering system to protect clients from unsolicited mail and viruses. The client acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the client. The client acknowledges and agrees that **Kingsley Technologies (Pty)** shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

Webmail

Webmail and other web based email services made available by **Kingsley Technologies (Pty)** are provided on an "as is" basis without representations, warranties or conditions of any kind, and the client acknowledges and agrees that **Kingsley Technologies (Pty)** shall have no

responsibility for, or liability in respect of, any aspect of the Webmail services, including without limitation for any lost or damaged data or any acts or omissions of **Kingsley Technologies (Pty)**. As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service, or resale of the Webmail service is expressly prohibited.

Uncapped Fibre and ADSL

The use of our uncapped service is for Home/Personal use only and may not be resold and may not be shared. The service may not be used to provide services, such as but not limited to, private servers, email and vpn services, network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here in are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using uncapped services, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. We thus reserve the right to manage uncapped users should network capacity be affected by outages, maintenance, pending upgrades or matters outside of our control.

Uncapped ADSL and Home / Premium Uncapped Fibre (Fibre Service Discontinued. No longer for sale to direct clients.)

These services are best suited for average home users who make little to no use of high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to). These services are proactively managed by the **Kingsley Technologies (Pty)** Protocol Manager.

Premium Uncapped services are better suited to more advanced users, and are managed proactively by the **Kingsley Technologies (Pty)** Protocol Manager.

Premium Uncapped (DSL and Fibre) - Kingsley Technologies (Pty) Protocol Manager (Fibre Service Discontinued. No longer for sale to direct clients.)

The **Kingsley Technologies (Pty)** Protocol Manager is used to provide all uncapped users on our network with the best possible internet experience. During peak network times, we give priority to real time services (such as browsing, email, commercial streaming such as Netflix,

Showmax etc), high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to) will receive less priority.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes will be managed by the **Kingsley Technologies (Pty) Protocol Manager**. The **Kingsley Technologies (Pty) Protocol Manager** may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. We reserve the right to use the **Kingsley Technologies (Pty) Protocol Manager** to manage the integrity of our network should network capacity not be available at any time, we assure our clients that we will do this in a responsible manner should the need arise. Any user that is found attempting to bypass or circumvent the **Kingsley Technologies (Pty) Protocol Manager** will be suspended and could have their service cancelled.

Uncapped DSL and Home Uncapped Fibre – Kingsley Technologies (Pty) Protocol Manager (Fibre Service Discontinued. No longer for sale to direct clients.)

These services are managed according to the last 7 days usage projected to 30 days as well as the available capacity on the network at all times.

There are predefined thresholds set and when exceeded the account speed will be managed down to a maximum of 50% of the account speed. Should the demand on the network exceed available capacity these thresholds may be managed more aggressively by the **Kingsley Technologies (Pty) Protocol Manager** and differ to the table below.

The thresholds per account speed are:

Speed	Threshold
1Mbps	20GB
2Mbps	40GB
4Mbps	80GB
5Mbps	80GB
8Mbps	100GB

Speed	Threshold
10Mbps	120GB
15Mbps	160GB
20Mbps	200GB
30Mbps	225GB
40Mbps	250GB
50Mbps	250GB
100Mbps	300GB
200Mbps	400GB
500Mbps	600GB
1000Mbps	1000GB

Any user that is found attempting to bypass or circumvent the **Kingsley Technologies (Pty)** Protocol Manager will be suspended and could have their service cancelled.

Premium Plus Uncapped (ADSL and Fibre)

(Fibre Service Discontinued. No longer for sale to direct clients.)

Please note that on 27 September 2017 the Business Uncapped Service had a name change to Premium Plus Uncapped, the Terms and AUP were un-affected by this name change.

This is an uncapped service that is prioritised for Business Users based on available network capacity where high priority is required for typical business protocols.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes or non-typical business protocols (such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents) will be managed by the **Kingsley Technologies (Pty)** Protocol Manager. The **Kingsley Technologies (Pty)** Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. **Kingsley Technologies (Pty)** reserves the right, to at its discretion manage non typical business protocols such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents and/or rate limit service speed.

We reserve the right to use the **Kingsley Technologies (Pty)** Protocol Manager to manage services in order to protect the integrity of our network according to the available network capacity, we assure our clients that we will do this in a responsible manner should the need arise.

Any user that is found attempting to bypass or circumvent the **Kingsley Technologies (Pty)** Protocol Manager will be suspended and could have their service cancelled.

Hosting

Kingsley Technologies (Pty) offers unlimited bandwidth (web traffic) usage on Shared Hosting platforms. However, this is subject to reasonable and responsible usage, as determined at **Kingsley Technologies (Pty)**' discretion. **Kingsley Technologies (Pty)** reserves the right to move Clients deemed to have excessive bandwidth usage to a Cloud product, which will better suit their requirements. Clients will be given notice as such, and will be informed of any cost implications.

Disk Space on Shared Hosting may only be used for Website Content, Emails and related System Files. General data storage, archiving or file sharing of documents, files or media not directly related to the website content is strictly prohibited. Unauthorised storage or distribution of copyrighted materials is prohibited, via FTP hosts or any other means.

For Shared Hosting, **Kingsley Technologies (Pty)** will implement security updates, software patches and other updates or upgrades from time to time, to maintain the best performance, at their sole discretion. **Kingsley Technologies (Pty)** is under no obligation to effect such upgrades, or to rectify any impact such changes could potentially have to Shared Hosting Clients.

Kingsley Technologies (Pty) will not be liable or responsible for the backing up, restoration or loss of data under any circumstances. Clients are solely responsible for ensuring their data is regularly backed up and for restoring such backups in the event of data loss or corruption.

Kingsley Technologies (Pty) prohibits Clients from doing the following on hosting platforms administered by Kingsley Technologies (Pty):

- Running applications that are not production-ready. Any applications on the hosting platform must be optimized with respect to memory usage and must have appropriate data indexing.
- Running applications with inadequate security controls.
- Generating significant side-channel traffic from an application, whether by design or otherwise. Databases should be stored locally, and remote content should be cached.
- Failure to maintain proper "housekeeping" on a shared server including storing or generating useless content, including comment spam, unused cache files, log file and database entries.
- Storing malicious content, such as malware or links to malware.
- Monopolizing server resources, including CPU time, memory, network and disk bandwidth.
- Maintaining long-running processes and long-running database queries.
- Storing or running back-door shells, mass mailing scripts, proxy servers, web spiders, phishing content, or peer-to-peer software.
- Sending bulk mail of any form, particularly mail that cannot be efficiently delivered due to volume or incorrect addresses.
- Using poor passwords.
- Sharing security credentials with untrusted parties.
- Running Torrents for download or Seed Servers.
- Running TOR (or other Online Anonymity Services).
- Otherwise circumventing the Acceptable Use Policy or intended use of the product.

Protection of Minors

Kingsley Technologies (Pty) prohibits clients from using **Kingsley Technologies (Pty)**'s service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

Privacy and Confidentiality

Kingsley Technologies (Pty) respects the privacy and confidentiality of our clients and users of our service. Please review which details how we collect and use personal information gathered in the course of operating this service.

User Responsibilities

Clients are responsible for any misuse of Company's services that occurs through the client's account. It is the client's responsibility to ensure that unauthorised persons do not gain access to or misuse **Kingsley Technologies (Pty)**'s service.

Kingsley Technologies (Pty) urges clients not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the client and **Kingsley Technologies (Pty)** cannot be held liable for the client being placed on any bulk mailing lists as a result.

Where the client has authorised a minor to use any of the **Kingsley Technologies (Pty)**'s services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

Kingsley Technologies (Pty) cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the **Kingsley Technologies (Pty)** network. Further, **Kingsley Technologies (Pty)** assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the client's.

Notice and Take-down Procedures

Kingsley Technologies (Pty) confirms that it has a procedure in place for the notice and take-down of illegal material. In compliance with section 77 of the Electronic Communications and Transactions Act (No. 25 of 2002) **Kingsley Technologies (Pty)**'s designated agent for this process can be reached at (010) 500 1200 or at: complaints@ispa.org.za, P.O.Box 518, Noordwyk, 1687. The notice and take-down procedure can be viewed at <https://ispa.org.za/code-of-conduct/>.

Take-down notice email: complaints@ispa.org.za

Take-down notice information and form: <https://ispa.org.za/tdn/>

Clients are also notified of the content and procedures of the ISPA Code of Conduct (<https://ispa.org.za/code-of-conduct/>) which may be used against any Internet service provider who fails to comply with the code of conduct. We urge you to familiarise yourselves with this code.

Complaints and procedures

PO Box 518
Noordwyk
1687
Tel: 010 500 1200

Take-down notice email: complaints@ispa.org.za

Take-down notice information and form: <https://ispa.org.za/tdn/>

It is the client's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this AUP to **Kingsley Technologies (Pty)**'s designated complaints handling agent.

Please note that **Kingsley Technologies (Pty)** cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates, or are outside of our control.

In order for **Kingsley Technologies (Pty)** to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via fax or e-mail and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;
- any contact details for the source of the complaint;
- A brief explanation why the incident is considered to be an offence.

Kingsley Technologies (Pty) discourages anonymous complaints being made via this service, and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

Action following breach of the AUP

Upon receipt of a complaint, or having become aware of an incident, **Kingsley Technologies (Pty)** may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
- Institute civil or criminal proceedings;
- Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies

Reservation and Non Waiver of Rights

Kingsley Technologies (Pty) reserves the right to amend or alter this policy at any time, and without notice to you.

Kingsley Technologies (Pty) reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

Kingsley Technologies (Pty) reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.

Kingsley Technologies (Pty) reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.

Kingsley Technologies (Pty) reserves the right to suspend, revoke or cancel **Kingsley Technologies (Pty)**'s services to the client/user if the safety and integrity of **Kingsley Technologies (Pty)**'s resources are placed at risk in continuing to provide service to the subscriber/user.

Kingsley Technologies (Pty) reserves the right to remove any information or materials in whole or in part, that, in **Kingsley Technologies (Pty)**'s sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

Kingsley Technologies (Pty) does not undertake to guarantee the security of any data passing through its networks. Although **Kingsley Technologies (Pty)** will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and **Kingsley Technologies (Pty)** cannot be held liable for any loss or damage arising as result of the failure to do so.

Kingsley Technologies (Pty) does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should **Kingsley Technologies (Pty)** fail, neglect or elect not to enforce a breach of the AUP at any time.

Communications with Kingsley Technologies (Pty) and its Staff

Clients will be held liable for any malicious conduct directed towards **Kingsley Technologies (Pty)** or its staff in any way or form via any of **Kingsley Technologies (Pty)**' communication channels.

Any form of aggression, abuse, bullying, offensive language, intimidation directed at **Kingsley Technologies (Pty)** or its staff on any platform or forum will be deemed abusive behaviour and will be deemed as a breach of our Acceptable Usage Policy and **Kingsley Technologies (Pty)** reserves the right to suspend and/or discontinue any and all services.

The use of any platform, medium or communication channel to spread false information/allegations or any attempt to bring the name of **Kingsley Technologies (Pty)** or its employees into disrepute will be deemed as a breach of our Acceptable Usage Policy and **Kingsley Technologies (Pty)** reserves the right to suspend and/or discontinue any and all services.

ICASA Code of Conduct & Service Charter

Introduction

1. **Kingsley Technologies (Pty)** holds licences issued by the Independent Communications Authority of South Africa ("ICASA"). Despite holding these licences, **Kingsley Technologies (Pty)** currently only resells the electronic communications services provided by its upstream providers to its subscribers.

2. ICASA requires that all licence-holders comply with, inter alia, the:

2.1. ICASA Code of Conduct Regulations 2007, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and

2.2. ICASA End-User and Subscriber Service Charter Regulations 2016, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.

3. **Kingsley Technologies (Pty)** has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its interactions with its Consumers, but records that as a reseller of third party networks and services the below may be of limited application.

Definitions

6. "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.

7. "Business Hours" means 08h00–17h00 on Business Days.

8. "Customer" means a subscriber or potential subscriber of **Kingsley Technologies (Pty)**.

Key Commitments

9. **Kingsley Technologies (Pty)** makes the following key commitments and will endeavour to:

- 9.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
- 9.2. Ensure that all its services and products meet the specifications as contained in **Kingsley Technologies (Pty)**' licences and all the relevant laws and regulations;
- 9.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 9.4. Display utmost courtesy and care when dealing with Customers;
- 9.5. Provide Customers with information regarding services and pricing;
- 9.6. Where requested to do so, to provide Customers with guidance with regard to their service needs;
- 9.7. Keep the personal information of Customers confidential unless **Kingsley Technologies (Pty)** is:

- In possession of written authorisation from the Customer to do so;
- Required to release such information for the purpose of briefing **Kingsley Technologies (Pty)**' auditors, professional advisors or an accredited debt collection agency; and/or
- Otherwise authorised or required by any law or an order of Court.

10. Customers have the right to refer Complaints to ICASA as more fully set out in **Kingsley Technologies (Pty)**' Complaints Procedures.

Consumer Rights

11. The ICASA Code of Conduct Regulations 2007 stipulate the following (non-exhaustive) list of consumer rights held by consumers:

- 11.1. A right to be provided with the required service without unfair discrimination;
- 11.2. A right to choose the service provider of the consumer's choice;
- 11.3. A right to receive information in the consumer's preferred language;
- 11.4. A right to access and question records held by the service provider which relate to the consumer's relationship with the service provider;
- 11.5. A right to the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the consumer's permission;
- 11.6. A right to port a number in terms of applicable regulations;
- 11.7. A right to lodge a complaint; and
- 11.8. A right to redress.

Availability of Information

12. The following information can be obtained from **Kingsley Technologies (Pty)** by email request to sales@kingsley.co.za (with no charge payable)

- 12.1. **Kingsley Technologies (Pty)**' range of services/products on offer;
- 12.2. Tariff rates applicable to each service offered;
- 12.3. Terms and conditions applicable to such services/products;

- 12.4. Payment terms;
- 12.5. Billing, billing processes and the Billing Disputes Procedure;
- 12.6. General Complaints Procedure; and
- 12.7. Relevant contact details.

Billing

13. **Kingsley Technologies (Pty)** will provide the Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.

14. Billing terms are also set out on **Kingsley Technologies (Pty)**' invoices.

Defective Items

15. Where a product is defective, **Kingsley Technologies (Pty)** will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

Application/Credit Vetting

16. Where applicable, **Kingsley Technologies (Pty)** reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer explicitly consents to the use of all information supplied by the Customer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended.

Terms and Conditions of Service

17. **Kingsley Technologies (Pty)** will provide the Customer with a copy of the written contract and/or terms and conditions (or link thereto) upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of these documents will be provided to the Customer within 7 Business Days.

18. These documents will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination, any payments or rules which may be applicable for early termination, and any other rules which may govern the relationship between **Kingsley Technologies (Pty)** and the Customer.

19. Where **Kingsley Technologies (Pty)** makes changes to the terms and conditions of its services, **Kingsley Technologies (Pty)** will inform the Customer of such changes within a fair and reasonable period.

20. Customers acknowledge that **Kingsley Technologies (Pty)** is directly dependent on network and other services provided by third parties in providing the services, and that **Kingsley Technologies (Pty)** cannot be held liable in any manner whatsoever for any failure to meet any specified standards where this results from the acts and/or omissions of such third parties.