SCWISP · SOUTHERN CAPE WISP

Terms and Conditions of Service

Version 2.0 · Effective 1 January 2027 · Replaces version 1.0 (February 2026)

The short version

- You pay monthly in advance, on the 15th or the 30th. Our prices are final: we are not VAT registered.
- Our internet is "best effort": we work hard to keep you online, but we cannot promise it never goes down. Weather, power cuts and load-shedding can affect it.
- If our equipment is on your roof, it stays ours. We collect it when you leave.
- You can cancel at any time with 30 days' notice, in the portal or in writing.
- If you do not pay, we remind you first. If it stays unpaid, the line is switched off, and switched on again when you have paid.
- Tell us about a problem at any time: we aim to reply within 48 hours. Our assistants Alex and Nicole are AI, and you can always ask for a person.

1. About these terms

These terms are between Southern Cape WISP (Pty) Ltd, registration number 2019/383056/07, of Portion 28/182, Wilderness Forest Estate, Hoogekraal, Knysna ("SCWISP", "we", "us") and the person or business that takes our service ("you", "the Customer"). They apply together with your sign-up form, your quote or your invoice. The agreement starts on the day we activate your service, or the day you accept these terms, whichever is first.

You can reach us on WhatsApp at 068 693 8818, or by email at support@scwisp.co.za (technical help) and accounts@scwisp.co.za (invoices and payments).

2. Our licence and the law

SCWISP provides electronic communications services under class electronic communications service (ECS) and class electronic communications network service (ECNS) licences issued by the Independent Communications Authority of South Africa (ICASA) under the Electronic Communications Act, 36 of 2005. Our ICASA licence number is **2911/CECS/CECNS/Nov/2024**, and we follow ICASA's regulations.

Nothing in these terms takes away any right you have under the Consumer Protection Act, 68 of 2008 (CPA), or any other law. If a clause cannot be applied to you under the law, the rest of the terms still apply.

3. Our services

We provide fixed wireless internet (Wireless and AirFibre) from our own towers, and fibre internet where it is available. Fibre is delivered over the network of a fibre provider that we buy from, so it is also subject to that provider's availability and rules.

- Services depend on coverage and technical feasibility at your address. A site visit may be needed to confirm this.
- Services are provided on a best-effort basis. We do not guarantee uninterrupted service, speed, or response times, unless a Service Level Agreement (SLA) is agreed with you in writing.

- Speeds are "up to" speeds. Our packages are uncapped.
- Speed and availability can be affected by congestion, maintenance, weather, power outages (including load-shedding), trees and buildings in the way, your own equipment, and our suppliers. We will do our best to fix faults quickly and will keep our **Network status** page (scwisp.co.za/status) up to date.
- We try to do planned maintenance when fewer people are online.

4. Installation and equipment

- **Consent.** Installation may need an antenna, a mast and cabling on your property. You consent to this, and you confirm that you are the owner or have the owner's permission.
- **Setup fee.** The setup fee is the amount on our website or on your quote at the time you sign up, and is payable once.
- **Our equipment.** Unless you bought it outright, all equipment we supply (dish or antenna, cabling, router and so on) stays the property of SCWISP. You must look after it, must not move, change, sell, lend or remove it, and must tell us if it is damaged or stolen. If it is lost or damaged through your fault, you pay the replacement cost.
- **Collecting our equipment.** When your service ends, we arrange a day with you to collect our equipment. You must give us access to collect it.
- **Your own equipment.** If you use your own equipment, we cannot be responsible for how it works. We may refuse to connect equipment that can harm the network.
- **Line of sight.** Wireless signals can be blocked by trees and buildings. If they are, keeping the line of sight clear (for example, trimming trees) is your responsibility.

5. Using the service

- The service is for use at your premises, by you, your household, your staff and the people who live or work on your property.
- You may not resell the service or share it with other households or businesses without our written permission.
- Unlawful use, copyright infringement, hacking, spamming, abusing the network, or anything that harms other customers is not allowed.
- Keep your login details safe. You are responsible for what happens on your connection.
- We may suspend or end a service to protect the network, or to follow the law.

6. Fair use and traffic management

Our packages are uncapped. To keep the network fair for everyone, we may manage traffic, and we may slow down or restrict a connection whose use is extreme or harming other customers. Where we can, we will contact you first.

7. Home services

Home services are for personal household use. They do not include guaranteed uptime, response times or priority support. No compensation is payable for interruptions, except what the law gives you.

8. Business services

Business services are for commercial use. An SLA can be agreed, but only in a separate written agreement. Business customers are responsible for their own backup connection if they cannot be offline. We are not

liable for loss of profit, revenue or downtime of your business.

9. Prices, invoices and payment

- Prices are in South African rand. SCWISP is **not VAT registered**, so the amount on your invoice is the final amount.
- We bill monthly in advance. You pay on the **15th or the 30th**. We send your invoice about 5 days before. We send it by email and by WhatsApp or SMS where you have agreed to this, and you can always see it in the portal.
- You can pay by **debit order**, by **EFT** (use your invoice number as the reference) or by **card** in the portal.
- **Debit orders.** By choosing a debit order you authorise us to collect the amount due. When the 15th or the 30th falls on a weekend or a public holiday, the debit goes off on the working day just before it, and you are told. A debit order that fails remains your responsibility, and you must pay the amount some other way. If a debit order is declined, we may charge **R100**, which is the fee our payment provider charges us for it.
- **If you do not pay.** We send reminders before we take action. If the invoice is still unpaid, we may switch off the service, and we switch it on again once everything overdue is paid. There is **no reconnection fee**.
- **Disputes.** If you think an invoice is wrong, tell us before the due date, and pay the part that is not in dispute. We will look at it and answer you.
- **Call-outs.** A technician call-out is charged at the fee shown when you book it in the portal (a Saturday is overtime and costs more). You pay nothing for the call-out if the fault turns out to be on our side. Parts we have to supply are extra.
- **Price changes.** We may change our prices. We will tell you at least **30 days** before a new price applies to you, as the law requires.

10. Changing your package

- You can ask for a different package in the portal, or by contacting us. A package can be changed once every 30 days.
- **Slower package:** it changes straight away.
- **Faster package:** we first test that your dish and our tower can carry the faster speed, and then we confirm. If they cannot, your package stays as it is.
- The new price starts on your next invoice that has not been issued yet. For a faster package you also pay the difference for the days until then, on a small invoice. What you have already paid stays as it is.

11. Going away

If you are away for a while, you can tell us in the portal when you leave and when you are back. Your internet is switched off on the day you leave and switched on again on the day you return. While you are away you pay the away fee shown in the portal instead of your package price.

12. Cancelling and ending the service

- **You can cancel** a month-to-month service at any time with **30 calendar days' written notice**. You can do this in the portal ("Cancel my connection"), or by email or WhatsApp to the addresses above. You choose the day it ends, as long as it is at least 30 days away.
- Until that day your service stays on and is billed as normal. You pay the last invoice we have already sent you before your service ends, in full. We do not send invoices for a period that starts after your

service has ended.

- If our equipment is at your property, we will contact you to arrange a day to collect it before your service ends.
- **No fixed terms.** SCWISP does not sign fixed-term agreements. All services are month-to-month, with 30 days' notice, and there is no penalty for cancelling.
- **We can end the service** with 30 days' notice. We can end it immediately, or suspend it, if you break these terms, use the service unlawfully, abuse the network, or do not pay after we have reminded you.
- When the service ends, you must pay everything you owe up to that day.

13. Support

- **Report a problem at any time.** You can message us on WhatsApp (068 693 8818) or email support@scwisp.co.za at any hour. Our assistant Alex answers 24 hours a day, and passes anything he cannot fix to our team.
- **Our team** works Monday to Friday 08:00 to 18:00 and Saturday 08:00 to 13:00. We aim to reply to a problem within **48 hours**. This is a target, not a guarantee, unless an SLA says otherwise.
- **Our assistants.** Alex (support) and Nicole (accounts) are **AI assistants**. They answer questions, check your line and your account, and pass things on to a person. They cannot change your price, cancel your service or promise a repair time. You can ask for a person at any time. We keep the chats, to help you and to improve our service.

14. Complaints

If you are unhappy, tell us first, on WhatsApp or by email, and we will look into it and reply within **48 hours**. If we cannot sort it out, you may take your complaint to ICASA. ICASA will ask whether you complained to us first, so please start with us. You may also go to the National Consumer Commission.

15. Our responsibility

- We are not responsible for indirect, consequential or economic loss (such as lost income or lost data).
- Our responsibility for a problem with the service is limited to the fees you paid for the affected service in the month before the problem.
- Nothing in this clause limits a liability that the law does not allow us to limit, such as for gross negligence or serious harm caused by us.

16. Your personal information (POPIA)

We process your personal information as the Protection of Personal Information Act (POPIA) requires. How we do it is explained in our privacy notice at scwisp.co.za/privacy. We use your details to provide and bill your service, to support you, and to tell you about faults and your account. We message you on WhatsApp, SMS or email for this. We only send you marketing if you agree, and you can say stop at any time. We also follow the law on lawful interception and on requests for information from authorities.

17. Events outside our control

We are not responsible for a failure caused by something beyond our reasonable control. This includes storms, floods, fire, power cuts and load-shedding, theft or vandalism, failures at our suppliers (such as the fibre network or our upstream provider), and acts of government.

18. Notices and your contact details

We may send you notices by email, WhatsApp, SMS or in the portal, using the details you gave us. Please keep them up to date. A notice sent to those details counts as received.

19. Changes to these terms

We may change these terms. We publish the current terms on our website and in the portal. For a change that matters (such as a price), we tell you at least **30 days** before it starts. If you do not agree, you can cancel under clause 12 before the change starts. If you keep using the service after that, you accept the new terms.

20. General

- These terms, with your sign-up form, quote and invoices, are the whole agreement between us.
- If one part cannot be enforced, the rest stays in force.
- If we do not insist on a right straight away, we have not given it up.
- We may transfer our rights and duties under this agreement to another company, and we will tell you if we do.
- These terms are governed by the laws of the Republic of South Africa. Disputes may be taken to the courts of the Western Cape, and this does not take away your right under the CPA to use any other forum the law gives you.
