

SONIC WiFi

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Terms & Conditions – Sonic Wi-Fi

1. Introduction of Service

Access to www via the Sonic Wi-Fi Network, wired or wireless, referred to “the service”

Subject to the full terms and conditions as contained in this document

These terms and conditions may be altered from time to time without notice, client responsible to re-visit these terms and conditions from time to time to familiarise with content

By using this service you agree with the full terms and conditions as set out.

2. Interpretation

“the/this agreement” refers to the terms and conditions of use, the terms and conditions of use of the Sonic Wi-Fi Website, any copyright notice, privacy policy and any and all terms and conditions imposed in respect of the service as amended and updated from time to time.

“service provider” – means Sonic Wi-Fi / Sonic Computers & Wi-Fi CC

“client” means the subscriber on any subscription agreement, service application or service order

“business hours” means Mondays to Fridays 09H00 to 17H00 and Saturdays from 09H00 to 13H00 excluding Public Holidays

“client data” means the data transmitted and received using the Sonic Wi-Fi network

“CPE” means Client Premises Equipment, the radio antenna that is installed at client’s premises for the delivery of the service

“care plan” means the optional antenna care plan sold by the service provider to cover damage to the CPE, including rain/water, lightning and other accidental damage to the CPE but excluding theft and malicious damage

“inclusive of” will always be read as “inclusive of but limited to”

3. Conditions of use

The service provider agrees to provide the client access to the service as subscribed to on the full terms and conditions of this agreement. By using the service you agree that you will not circumvent the user authentication process and service speed limiters or attempt to access the service provider’s network. Should the client fail to comply with the full terms and conditions of this agreement and/or breach any of the provisions specified, the client agrees to pay the service provider, on demand all costs, loss or damages incurred or suffered by the service provider as a result of the breach.

4. Service Availability

The service provider will use the best possible endeavours to ensure that the service is available at all times. The client however indemnifies the service provider from any losses whatsoever, be it loss of business information, loss of data or any other direct or indirect financial losses resulting from unavailability or interruption of the service regardless of whether such a claim is based on breach of contract, intentional/negligent breach of duty of care that inflicts loss or harm that triggers legal liability, implied warranties or even if the service provider or its employees were negligent.

5. Communication with the service provider and staff

Clients can be held accountable for their conduct towards the staff of Sonic Wi-Fi, including conduct pertaining to allegations or malicious conduct directed towards Sonic Wi-Fi or its staff.

Any abusive behaviour including but not limited to threats, offensive language, aggressive conduct or any type of intimidation on a public forum directed at Sonic Wi-Fi or its staff will not be tolerated. Should such conduct occur, Sonic Wi-Fi reserves the right to suspend or terminate all services to a client with immediate effect.

Any client that uses public platforms such as forums or social media to spread false allegations, defamation or cause any action that diminish the reputation or public perception of Sonic Wi-Fi could have their services suspended or terminated with immediate effect. Sonic Wi-Fi also reserves the right to institute appropriate action against such a client to remedy any such perception.

6. Security & Privacy

Sonic Wi-Fi reserves the right to intercept and monitor all usage and flow of communication through the service provided and take any other action required to ensure that the security and reliability of its network is not compromised.

All customer information required for providing the service including personal information such as address, telephone numbers and banking details will be kept in the strictest confidence by Sonic Wi-Fi and will not be distributed or sold to third parties.

The client may not use the service of Sonic Wi-Fi in any way that can compromise the security of its network and may not tamper with the network or service in any way.

The client is solely responsible for the protection of their data on any personal computing devices (Computers, Laptops, Tablets, Smartphones) when using the Sonic Wi-Fi service. Devices should be adequately protected with the required anti-virus, spyware, firewall and encryption where required. Sonic Wi-Fi cannot be held responsible for any breach of security that occurs on client devices.

The client may not use the service provided by Sonic Wi-Fi for any illegal or unlawful activity. This includes (but is not limited to) gathering or email addresses or names for political, commercial, charitable or any other use as well as gathering personal information of third parties without their consent. In addition, the client may not violate or allow the violation the privacy of any person or attempt to gain unauthorised access to the Sonic Wi-Fi network or any other network by hacking, phishing, password mining or any other action that compromises the privacy of any person or network.

If any client is found to engage in any of the above actions, Sonic Wi-Fi reserves the right, without prejudice to any other rights to without notice and immediate effect, suspend or terminate any client service and/or agreement without refunding any paid service as any such action is deemed a breach of contract. Furthermore, Sonic Wi-Fi reserves the right to invoice the client with any costs incurred inclusive of bandwidth, administrative fees, possible downtime caused and any other costs incurred to rectify the breach of security. Although the client's personal information is protected by a confidentiality clause, client information may be made available to any person or entity affected by these actions.

Sonic Wi-Fi does not keep a record of any passwords to access client premises Wi-Fi routers. It is the responsibility of the client to ensure that access to premises equipment is secured by not providing outside parties with the access code to connect to these routers.

7. Subscription Options

Clients are offered various options for subscribing to the service offered by Sonic Wi-Fi that has an effect on the initial installation fees and the terms of the agreement entered into with Sonic Wi-Fi.

7.1 Fixed Term Agreements (Subsidised)

Recommended for permanent residents that require a monthly internet package and required a reduced installation fee. Sonic Wi-Fi installs the CPE at the agreed address at a reduced price subject to the following terms and conditions

- The CPE device remains the property of the service provider until completion of the initial contract period, normally 24 months unless otherwise agreed in writing.
- Monthly subscription prices for internet usage is not increased to repay the subsidised portion of the subscription agreement, thus the full subsidy amount remains outstanding until the initial contract period is completed. Clients have the option to upgrade or downgrade packages within the fixed term agreement subject to one calendar month notice.
- Billing for services are done in advance. Subscription of monthly services works on calendar months thus from the first to the last day of the month.
- Should a client opt to cancel the fixed term agreement at any time prior to the expiry of the initial contract period, the client will be required to provide at least one calendar month notice for the cancellation of the contract. In addition, the client will immediately become liable for the repayment of the subsidy amount. Alternatively the client will have the option to allow the service provider access to the premises to remove the CPE device before or on the date that the notice period expires.
- Any routers purchased by the client will remain the property of said client and does not form part of the fixed term agreement.
- The client may not attempt or allow any other person to attempt any maintenance and/or repairs to the CPE device that is subject to a fixed term agreement.
- The CPE device may not be removed from the installation address as stipulated on the subscriber agreement by any person unless so authorised by Sonic Wi-Fi in writing.
- The service provider recommends to all clients signing a fixed term agreement to make use of the Antenna Care Plan to provide for any repair costs to the CPE device. Sonic Wi-Fi does not guarantee the CPE device from any defects as it is installed externally. The Antenna Care Plan makes provision for damage to the CPE for almost all reasons except theft and malicious damage. Cover is only provided for the CPE installed externally and does not cover any damage to W-Fi routers installed on the premises.
- Should any damage occur to the CPE device whether this be as a result of water damage, power surges, lightning or any other incidental damage, this will not relieve the client of fulfilling any of his other obligations of this contract. Where a client has opted to make use of the Antenna Care Plan, the device will be repaired or replaced with only a nominal call-out fee payable. Where a client has not opted to make use of the Antenna Care Plan, the client will be invoiced for the full replacement cost of a new CPE at the rate published on our website from time to time, in addition to the normal call-out fee.

7.2 Fixed Term Agreements (Unsubsidised)

Recommended for permanent residents that does not want to be bound by any contracts but still required connectivity Sonic Wi-Fi installs the CPE at the agreed address subject to the following terms and conditions:

- Should a client opt to cancel the fixed term agreement at any time prior to the expiry of the initial contract period, the client will be required to provide at least one calendar month notice for the cancellation of the contract.
- Clients have the option to upgrade or downgrade subscription packages within the fixed term agreement subject to one calendar month notice.
- Billing for services are done in advance. Subscription of monthly services works on calendar months thus from the first to the last day of the month.

- The service provider recommends to all clients signing a fixed term agreement to make use of the Antenna Care Plan to provide for any repair costs to the CPE device. Sonic Wi-Fi does not guarantee the CPE device from any defects as it is installed externally. The Antenna Care Plan makes provision for damage to the CPE for almost all reasons except theft and malicious damage. Cover is only provided for the CPE installed externally and does not cover any damage to W-Fi routers installed on the premises.
- Should any damage occur to the CPE device whether this be as a result of water damage, power surges, lightning or any other incidental damage, this will not relieve the client of fulfilling any of his other obligations of this contract. Where a client has opted to make use of the Antenna Care Plan, the device will be repaired or replaced with only a nominal call-out fee payable. Where a client has not opted to make use of the Antenna Care Plan, the client will be invoiced for the full replacement cost of a new CPE at the rate published on our website from time to time, in addition to the normal call-out fee.

7.3 Pre-Paid Subscribers (Unsubsidised)

Recommended for clients that does not reside in the area permanently, whether it is a holiday house or for people who travel a lot. Sonic Wi-Fi installs the CPE at the agreed address subject to the following terms and conditions:

- Clients advise our billing department of arrival dates beforehand and the required packages are invoiced.
- Upon receipt of payment the required service is activated.
- Cancellation of service is not required as the service will expire on the agreed date.
- The Antenna Care Plan is not available for this type of subscription.
- Services are activated any day of the month and will be active for 30 days from activation.
- Data not used within the 30 days period will expire

7.4 Annual Subscribers – Holiday Packages (Unsubsidised)

Recommended for clients that does not reside in the area permanently but does visit often such as every weekend and all holidays. It works out less expensive than the monthly subscription but has less data. No need to activate the account every time you visit. Sonic Wi-Fi installs the CPE at the agreed address subject to the following terms and conditions:

- Clients advise our billing department of arrival dates beforehand and the required packages are invoiced.

8. Breach of Contract

The following will constitute breach of contract by the subscriber

- Using the internet service for any illegal activities
- Bypassing any authentication methods and/or speed or data limitation methods used by the service provider.
- Accessing or attempting to access any part of the service provider's network infrastructure
- Failing to make payment for provision of services within the stipulated time frame
- Abusive behaviour including but not limited to threats, offensive language, aggressive conduct or any type of intimidation on a public forum directed at Sonic Wi-Fi or its staff

Where a client is in breach of contract, Sonic Wi-Fi reserves the right to cancel any subscription agreement with the client by giving 24 hours' notice of cancellation of services. In addition to terminating an account, the service provider can take any action deemed necessary to collect any monies outstanding from the subscriber in lieu of his subscription agreement and may collect all equipment deemed part of the subscription agreement from the premises of the subscriber. Failure by the subscriber to allow access to the service provider to remove the CPE device from the subscription address may result in legal action to remedy the situation.

9. Refunds and Handling Fees

All installation fees and subscription fees are payable in advance. When a client requests an installation the service provider will invoice the requested work and payment must be received prior to scheduling the requested work. The following stipulated terms will be in effect depending on the matter that arises.

9.1 Cancellation of installation by the client

Should a client have requested an installation and payment have been received it will be deemed a binding agreement between the client and the service provider to undertake the installation and provide the service as selected by the client. Where a client then decides to cancel the installation (when installation has not taken place) the service provider will refund the client for the equipment and subscription paid less a 15% (fifteen percent) administration fee.

Should the client cancel the service after the installation was completed, no refund will be made to client for the installation undertaken. Where such installation was part of a subsidised subscriber agreement, the service provider will also take possession of the CPE device as per normal cancellation of subsidised agreements.

9.2 Cancellation of installation by service provider

Where an installation was paid for by a client and subsequently the service provider determines that service cannot be provided to a client as a result of the client falling outside the service provider's coverage area or other factors such as poor reception area will hinder a stable service to the client the service provider will deem the subscription agreement as null and void and will refund the client the full amount received without penalty. No refund will be made by the service provider for any bank charges billed to the client.

9.3 Bank charges

Payments received in lieu of Internet installations and/or monthly subscriptions that is received by way of a cash deposit to the bank will attract bank charges. Should the client request cancellation and refund of said deposit, Sonic will refund the client the net amount deposited less bank charges relating to the transaction in addition to the 15% administration fee.

10. Service Providers' right for collection of subscriptions

Should a matter arise where the service provider billed an amount less than the agreed subscription fee the service provider reserves the right to bill the client for any amount that should have been billed as per the subscriber agreement. The service provider does not give up its rights for the collection of the amount that has become in arrears as a result of such an error or omission. The client undertakes to make payment of any such arrear amount that resulted from incorrect billing by the service provider notwithstanding payment of the revised subscription as per the original subscription agreement which will become due on the next billing cycle.

11. Suspension of Services

Where a subscriber fails to make payment on the date of the subscription fee becoming due, the service provider has the right to suspend the service to any subscriber without providing further notice. All subscriptions are payable in advance and payment for services for the month is payable on or before the 1st day of the month for the service to be delivered in the forthcoming month. Where a client has signed a debit order with the service provider and the debit order is not honoured by the subscriber's bank, the account will be deemed not paid and will be suspended without notice to the subscriber.

12. Reconnection Fees

Where a subscriber's service has been suspended due to late or non-payment before the 1st of the month the service provider will bill a reconnection fee of R100 inclusive of VAT to the account of the subscriber. The subscriber must pay this reconnection fee as well as the normal subscription amount and any other fees such as interest before the account will be re-activated. At present the service provider allows a grace period up to the 7th day of the month before suspending accounts. This grace period can be revised at any time without notification.

All related subscription fees and any other penalty fees not paid on due date by the subscriber will be subject to interest payable at a rate of 1.25% per month.

13. Reduced subscriptions in promotional periods

From time to time the service provider may offer discounted subscription and/or installation fees as a promotion for new clients.

Notwithstanding the prices offered in these promotional periods, subscribers remain bound by their original subscription agreements and the rate of subscriptions as contained in said agreements. Existing subscribers will not automatically qualify for the reduced subscriptions and in no way will such promotions constitute a change in the original subscriber agreement.

Sonic Wi-Fi reserves the right to offer promotional subscription periods without notification to existing subscribers nor is Sonic Wi-Fi obliged to offer these reduced subscriptions to existing subscribers.

14. Antenna Care Plan

In the nature of the trade that Sonic is in, we install electronic equipment outside a house that is open to all the natural elements. The equipment is issued with an initial warranty that stipulates if it works on installation, the equipment is deemed in working order. There is no outright warranty issued by suppliers of this equipment as in most cases it is damaged by water or electrical surges.

To combat the effects of this, Sonic offers their clients the option of adding an antenna care plan (currently at R39-90) per month. The care plan is not to be associated with an insurance cover. It is a collective fund that covers certain events and damage to equipment to lighten the financial burden on a client that has suffered such damage.

The care plan will cover any cost associated with the CPE device, the cable that leads to it and the power supply that powers the CPE. No routers or any other equipment is covered by the care plan.

The antenna care plan covers:

- Any water/rain/storm damage
- Electrical Surges
- Lightning strikes
- Any latent defects not covered by a supplier warranty.

The antenna care plan does not cover:

- Any malicious damage by any person
- Theft
- If any maintenance was attempted by any person other than a Sonic representative
- Rust

In the event of a claim under the care plan, a technician will assess the situation and refer the matter to management for consideration. If deemed in order the antenna will be replaced and the full cost of the antenna will be discounted. If it is found that the antenna is damaged by something not covered under the antenna care plan, the client will be advised and invoiced accordingly.

Clients are advised that regardless if the antenna is replaced under the antenna care plan or for the expense of the client, a call-out fee will be payable to cover our time and labour charge. The rate at which call-outs are charged can be amended at any time by updating the terms and conditions and is presently fixed at:

R180-00 Hermanus (from Voëklip to Vermont, Kleinmond (from Heuningkloof to Palmiet)
R250-00 Rooi-Els, Pringle Bay, Betty's Bay, Arabella, Fisherhaven, Botriver, Grabouw

All clients will be limited to one antenna replacement per annum calculated from installation date. Any subsequent replacements within the specified year will be charged at full replacement cost or the client will be given the option to sign a new 24 month agreement at the normal installation fee of R 1000.