



BCWifi

Wireless Internet Service Provider

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TERMS & CONDITIONS FOR BCWIFI

1) The Service: BC Computer Services, provides a service called BCWifi, a Wireless Internet Service to homes or businesses.

2) Connection Costs: The standard connection and installation charge is R3500 (including VAT) Equipment cost must be paid on invoice. All equipment supplied remains the property of BC Computer Services until fully paid for.

3) Subscription: Subscription to the service is payable monthly in advance by EFT or cash at our Offices, on or by the last day of each month. Failure to do so will result in automated disconnection and reconnection fee will apply.

4). The service will be suspended on the 1st of the month for non-payment.

5) Alteration to Subscription: BCWifi may alter the monthly subscription at any time and will give one month's notice of such a change to all subscribers

6) Termination by Subscriber: Subscribers are required to give one month's notice to terminate their service. However, they may take their service with them to a new property if it is within our serviceable area.

7) Suspension or Termination by BCWifi: BCWifi may suspend or terminate the service to an individual subscriber immediately and without notice, if the service is misused in any of the following ways:

a) Use without payment

b) Abuse of equipment owned by BCWifi

c) Misuse of network equipment

d) Breach of the FUP (Fair Use Policy)

e) The BCWifi Service is an end-user product and cannot be resold to a third party.

f)The use of peer-to-peer (P2P) software Anyone who fails to comply with this requirement will be permanently removed from the network.

g)Illegal use of any networking software to bypass BCWifi configurations.

8) Network Monitoring: There is no monthly download limit currently imposed, but BCWifi reserves the right to cap customers to a set download/ upload speed, if necessary to manage the shared bandwidth resource (which is finite). Individual monthly total download rates may be monitored for this purpose, and this purpose only. This will assess quantitative download/ upload data only, and all personal information beyond this base information will not be made available in any form. Customers may also be contacted by BCWifi in special cases of excessive bandwidth use. In special circumstances, BCWifi also reserves the right to impose charges for extra download data over a given data limit.

9) Faults and Maintenance:

a) The service cannot be guaranteed, but BCWifi will make best endeavours to ensure that faults on its own network or on its supplier's networks are rectified as soon as possible. As far as possible, notice will be given if any maintenance work will result in a temporary loss of service.

b) Subscribers are responsible for their hardware, software and equipment(Cellphones, Laptops and PCs, game stations, cabling etc) linking to the Wifi equipment, if damaged in any way, the subscriber will be required to pay the cost of repair or replacement. BCWifi is not responsible for the client's internal network. Our responsibility ends at the equipment on the client's roof.

c) Please ensure that the equipment installed is insured. A quote for the cost of equipment can and will be provided on request if required by your insurance company.

d) Improper installation or subsequent interference with a household antenna may cause network problems, and BCWifi reserves the right to check all antenna on the network for the purposes of overall network efficiency, with relevant access permissions.

10) Liability:

a) The Internet is separate from the wireless service provided and BCWifi will accept no responsibility for goods, services, information, software, or other materials obtained when using the Internet. BCWifi also accepts no responsibility for the actions of internet users connecting via its networks.

b) BCWifi has no liability of any sort for the acts or omissions of other providers of telecommunication services or for faults or failures of their networks and equipment.

c) BCWifi has no liability for any loss of revenue due to faults or loss of service.

d) BCWifi has no liability for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):i) Opportunity ii) Goodwill iii) Reputation iv) Business v) Revenue vi) Profit vii) Savings viii) Loss, damage or corruption of data.

e)Subscribers are solely responsible for all actions authenticated by credentials associated with their account(s) and usage thereof including bandwidth usage. BCWifi accepts no liability for any loss of data or damage suffered by subscribers by the use of subscriber authentication credentials.

11) Force Majeure: If either party is unable to perform any obligation under this Agreement due to circumstances beyond their reasonable control they will have no liability to the other for that failure to perform.

12) BC Computer Service reserves the right to amend these Terms and Conditions.

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