

Terms and Conditions

Access Point's standard terms and conditions for the provision of electronic communications services & products

1. INTRODUCTION

- 1.1 The Applicant more fully described in the Service Order Application form must take note of the details set out under these terms and conditions.
- 1.2 If you cannot understand these standard terms and conditions, please visit Access Point's website at www.accesspoint.co.za or send an e-mail to info@accesspoint.co.za.
- 1.3 These terms and conditions will become binding and apply to you, the Applicant, once Access Point has agreed to provide you with the service or device, which you have requested under the Service Order Application form.

2. EXCLUSION OR LIMITATION OF LIABILITY CLAUSES

- 2.1 In terms of section 49 of the Consumer Protection Act, 2008 (the CPA), a term or notice which purports to limit in any way the risk or liability of the supplier or any other person or constitutes an assumption of risk or liability by the consumer or imposes an obligation on the consumer to indemnify the supplier or any other person for any cause, or constitutes the acknowledgement of any fact by the consumer, must be written in plain language and the fact, nature and effect of such provision must be drawn to the attention of the consumer before the consumer concludes the transaction or is required to offer consideration under it.
- 2.2 This must be done in a conspicuous manner and form likely to attract the attention of the ordinarily "alert" consumer having regard to the circumstances and the consumer must be given adequate opportunity to comprehend the notice or provision. Access Point has housed certain clauses, which contain certain limitations under its Standard Terms and Conditions.
- 2.3 These clauses are highlighted in red/ capital letters and include:
 - 2.3.1 Clause 10.5 Cancellation or variation of the Access Point Services – if you cancel or vary any of the Access Point Services, before the Connection date, in whole or in part, Access Point will have the right to charge you all Abortive Costs which Access Point has incurred as a result of the cancellation or variation.
 - 2.3.2 Clause 10.6 Termination of a Fixed Term Agreement by a Consumer for no cause– if you as a Consumer, conclude a Fixed Term Agreement with Access Point, you will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, on 20 (Twenty) Business days written notice, which termination will be subject to payment of a reasonable cancellation fee, determined using the guidelines set out under section 14 and Regulation 5(2) of the CPA.
 - 2.3.3 Clause 12.2.10 Migration- Any request by you to migrate, will be subject to certain conditions, including the payment of any additional Migration charges, levied by Access Point, which charges are detailed under the Tariff List or as advised by Access Point and the signing of a new Agreement.
 - 2.3.4 Clause 12.3 Charges and payment- Access Point will levy certain charges in respect of the use by you of the Access Point Services and Selected SE. Access Point also has the right to ask for a deposit and set credit limits and levy interest on unpaid charges.
 - 2.3.5 Clause 11.27 Change in numbers due to reasons beyond Access Point's control -Access Point may be forced to change your number by a regulator or a supplier of Access Point, and if this occurs Access Point will not be liable to you or to any other person for any loss, damage or costs (direct, consequential or otherwise) which may be incurred in consequence of any change to the number.
 - 2.3.6 Clause 14.3 Incorrect use of SE or use of illegal equipment - Access Point reserves the right to disconnect from the TECN or Network and suspend or terminate the Accesspoint Service, where any unlicensed or illegal SE is used in connection with the Access Point Services in such case you will indemnify Access Point against any liability, loss or damage which you or Access Point may incur as a result of the unlawful or incorrect usage of such SE.
 - 2.3.7 Clause 15 Limited liability and indemnity -Access Point, under certain circumstances will not be responsible for certain damages or losses which may be incurred as a result of the purchase and /or use of the Access Point Services and / or Goods.
- 2.4 The Applicant must before it concludes the Application, carefully consider the Access Point standard terms and conditions housed under the Agreement, and applicable to the Accesspoint SE and / or Services which purport to limit the risk or liability of Access Point and other third parties acting on behalf of Access Point.

3. APPLICATION OF STANDARD TERMS AND CONDITIONS

- 3.1 These standard terms and conditions, as amended by Access Point from time to time in accordance with the provisions of Access Point's Electronic Communications Service (ECS) license, the Electronic Communications Act 36 of 2005, the Consumer Protection Act, 68 of 2008 or any other applicable legislation, are applicable to the provision and use of all electronic communications services and products provided by Access Point to customers.
- 3.2 The Customer accepts and agrees that these terms and conditions become binding on it once Access Point has processed the Customer's Application and agreed to provide the Customer with the Access Point Services and where applicable the Selected SE. Access Point will notify the Customer of its acceptance or nonacceptance and where applicable the deposit which it may require in order to secure the Access Point Services and or Selected SE.
- 3.3 Persons wishing to obtain, Access Point Services and where applicable, the SE, must apply for the Access Point Service and SE by signing the standard Access Point Application Form, which can be either downloaded from the Access Point Website or obtained on request from Access Point's customer service branches or by following any other application procedure determined by Access Point from time to time.
- 3.4 Access Point reserves the right to decline and / or reject the Application and the offer to contract.

4. AMENDMENT OF THE ACCESS POINT STANDARD TERMS AND CONDITIONS

- 4.1 Access Point reserves the right to amend its standard terms and conditions from time to time, subject to the provisions of the Consumer Protection Act, 68 of 2008, in so far as these amendments may relate to a Consumer, as defined.
- 4.2 Access Point will place the amended terms and conditions on the Access Point website www.Accesspoint.com and the Consumer Commission, which amendment, from date of such filing, will thereafter be deemed to be incorporated into the Agreement.

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5. CREDIT REFERENCING

The Applicant and Customer give Access Point express permission to carry out general and specific credit reference enquiries about the Applicant who has applied for Access Point Services or Selected SE. In addition the Applicant and Customer expressly give Access Point permission to check the correctness of any of the information supplied by the Applicant when applying for a service.

6. WARRANTY BY APPLICANT

The applicant warrants and represents that all information supplied by it in applying for the Access Point service and where applicable the selected se, is true, correct and complete and indemnifies and holds Access Point harmless against all claims, of whatsoever nature, that arise, directly or indirectly, as a result of the applicant or its agent providing Access Point With any incorrect information.