

General Terms & Conditions

Definitions

"Urbanwave" means URBAN WAVE INTERNET SOLUTIONS (PTY) LTD.

Terms Subject to Change

Urbanwave may amend the General Terms and Service Terms at any time. The amended versions will be posted on the Urbanwave website. It is the responsibility of the customer to keep informed of the latest version of the general terms and conditions by regularly accessing the Urbanwave website.

Urbanwave will give at least one calendar month's notice for any amendments or fee changes, which will become effective at the beginning of the first calendar month after the notice period has expired.

Conduct and Urbanwave Brand

Customers will be held accountable for their conduct towards Urbanwave staff and in the public domain, especially regarding allegations or malicious conduct directed towards Urbanwave or its staff.

Abusive behavior, including (but not limited to) aggression, offensive language or conduct, threats, or any type of intimidation on a forum or directed at Urbanwave or its staff, will be deemed abusive and will not be tolerated. Such conduct may constitute a violation of the Acceptable Use Policy (AUP), and Urbanwave reserves the right to suspend or terminate services to a customer in such cases.

Customers using public platforms to spread false allegations, or to unreasonably or maliciously diminish the reputation or public perception of the Urbanwave brand, may have their services suspended or terminated, depending on the severity and circumstances of the incident(s). This may also be regarded as contrary to the AUP.

Urbanwave reserves the right to terminate services where a customer has shown a disregard for the Terms & Conditions, Acceptable Use Policy, Privacy Policy, or any other contractual obligations

Respect for Rights

Urbanwave respects the rights of our customers and users of our services to freedom of speech and expression, access to information, privacy, human dignity, and 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 affects the integrity of our network.

Applications and Initiation

Urbanwave will provide the Goods and Services to the Customer as described in an Application or Service Order in terms of the signed Agreement.

- **Service Provision:** Urbanwave reserves the right to refuse to commence the provision of services based on the Customer's prior conduct.
- **Service Order Formation:** An Application, once signed and/or submitted via the Urbanwave website and accepted by Urbanwave, shall become a Service Order.
- **Separate Contracts:** Each Service Order will form a separate contract between the Customer and Urbanwave (unless amended or renewed by another Service Order).
- **Applicability of Terms:** The terms of one Application or Service Order will not apply to another, unless a Service Order amends or renews an existing Service Order or adds Goods or Services to an existing contract.

- **Credit Check:** The Customer consents to Urbanwave carrying out a credit check on the Customer at any applicable credit bureau and acknowledges that the provision of Goods or Services may be dependent on Urbanwave's satisfaction with the results.

Applicable Legal Documents

The following legal documents also apply to the provision of Urbanwave Fibre Services and are binding on any subscriber to such service:

- Standard Terms and Conditions available on
- [Openserve](#)
- [MetroFibre](#)
- [Vumatel](#)

Customers and potential Customers must familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

On-Site Support Charges

If Urbanwave is called to a site to resolve an issue that is not the fault of Urbanwave, the client will be charged for labor and travel.

- **Rush Callout:** R650 excluding VAT
- **Standard Callout:** R450 excluding VAT

Service resale or rebranding

Urbanwave services may not be rebranded and sold under a 3rd party provider unless agreed upon in writing by the CEO of Urbanwave.

Cancellation Policy

- **Correspondence:** All cancellation requests must be sent to accounts@urbanwave.co.za.
- **Notice Period:** We require 20 business days' notice for cancellations in accordance with the Consumer Protection Act.
- **Liability:** The customer will be liable for the notice month.

Equipment Warranties

To minimize equipment costs for end-users, Urbanwave charges only a transport and handling fee on top of the cost of equipment sold. Equipment warranties are covered by our suppliers under their terms and conditions. If equipment fails within the supplier's warranty period, it will be subject to an "over-the-counter warranty." This means there will be a cost to remove the equipment from the end user, transport it to the supplier, and return it to the end user.

Payment and Penalties

Urbanwave reserves the right to terminate services if a Customer repeatedly disregards payment terms and consistently fails to make scheduled payments on time using approved payment methods. Termination conditions will be based on guidelines determined at Urbanwave's discretion and may vary. Notice of termination will be provided to

the best of Urbanwave's ability, but Urbanwave will not be held liable for claims or requests for further provision of services once a Customer's services have been terminated due to non-payment.

In cases of service suspension due to non-payment, Urbanwave reserves the right to levy both a Reconnection Fee and an Admin Fee. All penalty fees must be settled in full before affected services are reconnected.

For billing disputes, it is the Customer's responsibility to raise such disputes promptly to prevent service interruption while the billing is in dispute. Customers with successful disputes may receive reparations in the form of an account credit or refund, at Urbanwave's discretion.

Billing and Payment Terms:

- Billing commences on the 25th of each month, with partial months charged pro rata.
- Callouts and services are billed in advance, and all invoices must be paid by the Customer in advance.
- Services invoiced in arrears are payable on presentation of the invoice.
- Automated service suspensions for non-payment occur on the 5th of the following month.
- Reconnections are manual and only occur during office hours, Monday to Friday, from 8:00 AM to 5:00 PM.

Limitation of Liability and Indemnity

Urbanwave will not be liable to the Customer or any third party for any damages, losses, claims, or costs of any nature, including but not limited to direct, indirect, consequential, or special damages suffered by the Customer or any third party, regardless of how they arise. Urbanwave will not be liable even if the loss resulted from an act or omission of an Urbanwave employee.

If Urbanwave is nonetheless held liable, the maximum amount of Urbanwave's liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss in the preceding three (3) months. This applies regardless of whether the claim arises from negligence on the part of Urbanwave or any other cause.

By using the services, the Customer indemnifies and holds Urbanwave harmless against any damages, losses, costs, or claims instituted against Urbanwave arising from any application or subscription to or the use of any service, or breach of the terms and conditions applicable to it.

These limitations on liability and indemnities apply to the benefit of Urbanwave and Urbanwave's Affiliates, directors, officers, employees, contractors, agents, and other representatives, as well as any third parties whose networks are connected to the Urbanwave System.

Nothing in this clause will limit the Customer's liability for ongoing service charges.

If the Consumer Protection Act 68 of 2008 applies to this Agreement and any provision of this clause is found by a court or tribunal with jurisdiction over Urbanwave to be unfair, unreasonable, or unjust, that provision (whether it be a word, phrase, or sub-clause) will be severed, and the remainder of this clause will remain in full force and effect.

In case of ambiguity, this clause will take precedence over any expression of the Parties' intention, whether express or implied, contained elsewhere in this Agreement.

Interpretation & General

- **Basis of Agreement:** This Agreement forms the basis of the agreement between the parties and should be read together with the service application and all documents and/or terms and conditions referred to therein. Only a written variation, waiver, or cancellation agreed to by both parties will be effective.
- **Applicable Law:** The laws of the Republic of South Africa will apply to this Agreement, its interpretation, and any matter or litigation relating to or arising from it. The parties consent to the jurisdiction of the courts of the Republic of South Africa in this regard.

- **Survival of Provisions:** Any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry and continue in full force and effect.
- **Representative Capacities:** The signatories acting in representative capacities warrant that they are authorized to act in such capacities and accept personal liability under this Agreement should they prove not to be so authorized.
- **Interpretation of Invalid Provisions:** If a provision of this Agreement is reasonably capable of an interpretation that would make it valid and enforceable, it will be interpreted to the extent necessary to make it valid and enforceable.
- **Severability:** If any part of this Agreement is found to be partially or fully unenforceable due to non-compliance with any law or for any other reason, the remainder of the Agreement will remain in full force and effect.

Protection of Minors

Urbanwave strictly prohibits clients from using our service to harm or attempt to harm a minor. This includes, but is not limited to, hosting, possessing, disseminating, distributing, or transmitting material that is unlawful.

Urbanwave will not enter into a service subscription contract with a minor unless the minor has explicit written consent from a parent or guardian. Urbanwave commits not to contact minors for promotional offers or marketing purposes without parental consent.