

Terms and Conditions of Internet Services

ARTICLES

1. This agreement is entered into with Global Broadband Solution (Pty) Ltd, herein referred to as GBS.
2. All prices indicated in this agreement are VAT exclusive.
3. The minimum period of service shall be as indicated on the subscriber application form 'Subscription Period' which starts on the date on which the service is first deemed to have been made available to the Customer.
4. Payment is by cash, EFT, cheque or debit order only and in advance for the services that you receive. Any debit orders will be processed on the first working day of every month but no later than the fifth (5th) working day of the month.
- 4.1. Failed debit orders may carry a penalty of P50 which will be levied against your account. Even though your subscription is collected via debit order, you will receive an invoice via email for your records.
- 4.2. Should your debit order fail, your services may be disabled immediately and you will be required to pay your arrears, the P50 debit order penalty.
- 4.3. GBS reserves the right to reprocess failed debit orders at any time for the outstanding amount or any part thereof.
- 4.4. Should your debit order fail for any reason you will be responsible for any fees imposed by your bank.
- 4.5. **If you do not use your INTERNET service in the month this does not entitle you to stop your payment. Your INTERNET monthly subscription is payable irrespective of whether you use your INTERNET service or not or whether your service is disabled or not and the monthly amounts will continue to accrue against your account until the service is canceled in writing as per Article 4.8**
- 4.6. By successfully completing this application you are also signing the debit order instruction as per Article 12.
- 4.7. You will be contacted by our staff and the contract confirmed via a telephone conversation.
- 4.8. **You are required to give GBS one (1) full calendar month written notice when terminating a service after you have completed a minimum of 12-months of service.**
- 4.9. **Any termination before 12-months of service shall require a 3-month notification period and 100% of the remaining periods shall be payable.**
- 4.10. For the absence of doubt examples are given: -
- 4.11. Should you cancel your service on the 1 July, you will be required to pay for July only;
- 4.12. If you cancel your service on 15 July, you will be required to pay for July and August months;
- 4.13. If you cancel your service on 31 July, you will be required to pay for July and August months.
- 4.14. In the event of you wishing to cancel you may inform GBS via e-mail, fax, or letter. GBS staff will call you back on a telephone call to the cell phone number and/or the land-line number that you supplied at the time of applying for your service. Your account will be deleted on the last day of the following month.
5. For the protection of all customers, should you fraudulently enter bank details not belonging to yourself, GBS will: -
- 5.1. institute criminal charges against you;
- 5.2. prevent you from subscribing to this service again;
- 5.3. blacklist the location that you were using.
- 5.4. Internet service is provided on a best effort condition. As such no payment deduction/reduction/credit shall be incurred for downtime as a result of: failure to supply Internet service caused by equipment, network or any other failure.
- 5.5. As a result of force majeure including without limitation to flood, storm, fire and any other circumstances beyond the reasonable control of GBS.
6. **It is within the discretion of GBS only to authorize, if any, credits for downtime.**
7. Promotional free and discounted services for a limited period are opt-out services. Should you wish to cancel the service at the end of the promotional period you are required to cancel in the prescribed manner as laid out in these terms and conditions.
8. Should you downgrade any INTERNET Package or Bundle you may be liable to pay a downgrade fee of P250.00.
9. GBS scans emails for both viruses and unsolicited bulk email (SPAM). GBS will not be held liable should an email be erroneously blocked as SPAM.
- 9.1. Further, GBS uses a third party virus scanner in order to scan for viruses. Only viruses that are known by this scanning software can be blocked.
- 9.2. GBS will not be held liable for any damage caused by a virus that was unable to be blocked by the virus scanner.
- 9.3. A customer is prohibited from sending unsolicited bulk email.
10. GBS PHONE SERVICE
- 10.1. The GBS phone account is only usable one device or mobile app.
- 10.2. GBS phone cannot be used as the least cost route for calls (eg.: call centre, sip trunking, etc)
- 10.3. We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of the GBS phone Service. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our sole discretion. Should we discover that you have found a way to bypass any of our control measures your service will be restricted, suspended or terminated, in our sole discretion.
11. Terms and conditions may change without prior notice.
12. Debit Order instruction
- 12.1. To: GBS Ltd (Reg. No. 2004/1815) PO Box 105, Gaborone, BW, Phone: 390 4620 Fax: 3904687, Email: accounts@gbs.co.bw
- 12.2. I hereby request, instruct and authorize GBS to draw against my bank account entered on the application sign-up form (or any other bank account to which I may transfer my account) the balance reflected on my monthly GBS statement sent via email, being the amount due in respect of all monthly Internet Services subscribed to at GBS less payments receipted in advance, excluding deposits. The amount due will be drawn on the first working day of every month but no later than the fifth (5th) working day of the month and will continue until canceled in writing. I understand that if no amounts are due then no amounts will be drawn.
- 12.3. I understand that in the event of my debit order failing GBS will have the right to process further debit orders during the ensuing months in an attempt to recover the outstanding balance
- 12.4. All such withdrawals from my bank account by GBS Ltd shall be treated as though they have been signed by me personally. I understand that the withdrawals hereby authorized will be processed electronically and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.
- 12.5. I agree to pay any bank charges relating to this debit order instruction as well as any bank charges any reversal fees charged by my own bank in the event of a debit order failing

12.6. I understand that I shall not be entitled to any refund of amounts which, GBS has withdrawn whilst this authority was in force, providing such amounts were legally owing to GBS.

13. ASSIGNMENT:

13.1. I acknowledge that the party hereby authorized to affect the drawing(s) against my account may cede or assign any of its rights to any third party without my prior written consent and that I may not delegate any of my obligations in terms of this contract/authority to any third party without prior written consent of the authorized party which shall not be reasonably withheld.

14. INTERNET Acceptable Fair Usage Policy

14.1. You will not use the INTERNET Service, directly or indirectly, in a way that:

14.2. spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;

14.3. interferes with any third party's use of the INTERNET Service;

14.4. transmits unsolicited bulk messages;

14.5. in GBS's sole discretion constitutes abuse of the INTERNET Service or of GBS's systems.

14.6. GBS reserves the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.

14.7. You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the INTERNET Services, or create an unusually large burden on our network or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or use the INTERNET Services in an abusive manner.

14.8. We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of the INTERNET Service. You must comply with any bandwidth, data storage and other limitations we may impose, in our sole discretion. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our sole discretion. Should we discover that you have found a way to bypass any of our control measures your service will be restricted, suspended or terminated, in our sole discretion.

14.9. We will manage bandwidth usage to the best of our ability during peak periods; however, it remains a best effort service.

14.10. We reserve the right to manage our network in order to optimize its efficiency for the benefit of all our subscribers. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

14.11. We reserve the right to amend or discontinue any promotional packages at our discretion.

14.12. We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of the INTERNET Service.

14.13. We are committed to provide you with an uninterrupted INTERNET Service.

14.14. However, we cannot guarantee that the INTERNET Service and the allocated capacity will always be available.

14.15. We can terminate the INTERNET Service at any time if we decide to discontinue the INTERNET Service offering for any reason whatsoever, without any further liability to you.

14.16. If the INTERNET Service is used in a way that we, in our sole discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the INTERNET Services or your account.

15. ENTIRE AGREEMENT AND SEVERABILITY

15.1. This instrument constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this agreement. This instrument supersedes any other agreement or understanding between the parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect.

15.2. IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named as a party hereto.

16. APPLICABLE LAW, JURISDICTION, AND SERVICE

16.1. This agreement shall be governed by the laws of Botswana.

16.2. ALL POLICIES OF THIS AGREEMENT MUST BE ADHERED TO.

16.3. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION OF SERVICE.

17. EFFECTIVE DATE

17.1. This agreement will be in effect from the signature date and conclude at the end of the service contract period as indicated on the application form.

17.2. **Either party can terminate the agreement with 30 days' written notice after completing a minimum 12-month of service.**