

Definitions and interpretation:

“Agreement” refers to the terms and conditions of use as set out herein.

“Effective date” refers to date of signature of the engagement letter.

“Business Hours” refers to 08:00 to 16:30 from Monday to Friday.

“After hours” refers to Any time apart from the above times

“Maintenance plan” means the maintenance done by Glidepath on their equipment from time to time as they deem necessary.

“Engagement letter” means a notice/short agreement sent by Glidepath to the client containing only the essential terms of the agreement as entered into by the parties.

“CPE” means client premises equipment, the radio antenna etc. that is installed at the client’s premises for the delivery of the services

“Parties” means the parties to this agreement, namely Glidepath and the client.

“Personnel” means any director, employee, agent, consultant, contractor or other representative of a party.

“Rand” refers to the lawful currency of South Africa.

“Cookies” a cookie is a small piece of information stored by your browser, typically used to identify returning visitors, and to collect aggregate information on the number of visitors to a site and the number of visitors to a site and the number of pages viewed.

“Service Provider” means Glidepath.

“Client” means the subscriber.



- 1.1 Clause headings are for convenience and shall not be used in the interpretation of this agreement.
- 1.2 The singular shall include the plural and vice versa (unless the context otherwise requires) and the masculine gender shall include both the feminine and neutral genders (unless the context requires otherwise).
- 1.3 In this agreement, unless the context clearly indicates otherwise:
 - 1.3.1 words importing any one gender shall include the other gender;
 - 1.3.2 the singular shall include the plural and vice versa;
 - 1.3.3 an expression which denotes a natural person includes a juristic person and vice versa
 - 1.3.4 the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it; and
 - 1.3.5 any reference in this agreement to "days" shall be construed as calendar days.

Background of Agreement

Whereas Glidepath believes that they have the skills, qualifications, and experience to provide the agreed services. And Whereas Glidepath agrees to provide the services in terms of the following terms and conditions in this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:



1. Client undertakings

All terms and conditions may be updated from time to time. The client acknowledges their duty to remain up to date with all changes, and updates made as they are specifically bound by these terms and conditions even as updated after the effective date in the engagement letter.

The client undertakes to use the services for legal purposes only.

And to adhere to all terms of this agreement.

2. Technical support

Glidepath undertakes to provide within their means the needed technical support required to ensure that the client has access to the services as described in clause 3 below.

The client undertakes to inform Glidepath timeously of any and all technical issues that may impact their access to the services as described in clause 3 below.

Glidepath will not be bound to respond to any call within a specified time, and can do so in their sole discretion and within their means, and available resources.

Glidepath reserves the right to charge fees for call out etc. pertaining to technical support, should such support not form part of the terms as agreed to in the engagement letter.

3. Services and subscription options

Glidepath agrees to provide the services detailed in this Agreement, subject to the Engagement Letter terms.

These services are:

Stable Internet connectivity at the prescribed and agreed bandwidth and data volumes

All ISP services rendered by Glidepath are rendered on a month to month basis, in accordance with the package selected by the specific client, without the client being locked into a fixed term contract. A Three-month cancellation period does apply for month to month packages. Unless a 24-month contract has been selected by the client.



4. Permitted Use

The services provided by Glidepath may only be used by the client for legal purposes. The equipment provided by Glidepath may not be used for any other ISP service provider and the equipment remains the property of Glidepath.

5. Security and privacy:

- 5.1 Glidepath reserves the right to intercept and monitor all usage and flow of communication through the service provider and take any other action required to ensure that the security and reliability of its network is not compromised.
- 5.2 All customer information required for providing the service including personal information such as address, telephone number and banking details will be kept in the strictest confidence by Glidepath, and will not be distributed or sold to third parties.
- 5.3 The client may not use the service of Glidepath in any way that can compromise the security of its network and may not tamper with the network or service in any way.
- 5.4 The client is solely responsible for the protection of their data on any personal computing devices (computers, laptops, tablets, smartphones) when using the Glidepath services. Devices should be adequately protected with the required anti-virus, spyware, firewall and encryption where required. Glidepath cannot be held responsible for any breach of security that occurs on client devices.
- 5.5 The client may not use the services provided by Glidepath for any illegal or unlawful activity. This includes (but is not limited to) gathering or email address 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 of privacy of any information of any person, or attempt to gain unauthorised access to Glidepaths network or any other network by hacking, phishing, password mining, or any other action that compromises the privacy of any person or network.



5.6 If any client is found to engage in any of the above actions, Glidepath reserves the right, without prejudice to any other rights to without notice and with 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, Glidepath reserves the right to invoice the client with any costs incurred, inclusive of bandwidth, administrative fees, possible downtime caused and any other costs incurred by Glidepath in this event.

6. Communication with the service provide and staff:

Clients can be held accountable for their conduct towards the staff of Glidepath, including conduct pertaining to allegations or malicious conduct directed to Glidepath or its staff/employees. Glidepath reserves the right to take any legal action they deem fit and necessary as a result of such communication.

7. Term:

- 7.1 The Agreement will run from date of joining until the services in this Agreement have been provided in full, unless premature termination is allowed by this Agreement.
- 7.2 The duration of the Agreement may be changed provided that both Glidepath and the Client give prior notice via written consent.
- 7.3 The term of the agreement will be as stipulated in the engagement letter.



8. Payment, Pricing, and Tax

The client will make PAYMENTS to Glidepath for the services detailed in this Agreement, into the account as nominated by Glidepath below/As per engagement letter:

Account name: K2014107029 (SA) Pty Ltd
Bank: FNB
Account number: 624 766 466 28
Branch code: 250655
Reference: Installation Address

Glidepath will provide an invoice when the services have been provided if so, agreed in the engagement letter.

Payment must be made on the terms as stipulated in the engagement letter.

The client is liable for any tax or similar charges associated with the payment.

Late payments will be subject to a daily interest charge of LATE PENALTY PERCENTAGE 10 % of the amount still owed.

In the case of a termination of this Agreement when the agreed services have been partially completed, the client will be liable to pay Glidepath for services provided up to the point of Agreement termination unless there has been a breach of the Agreement by Glidepath.

Any moneys referred to in this Agreement is in CURRENCY unless specified otherwise.

9. Access to premises

The client hereby agrees to grant Glidepath access to their premises, as and when needed to maintain the equipment in terms of Glidepath's maintenance plan.

Glidepath will give reasonable notice of their need for access to the client.



10. Cookies

From time to time we may place cookies on your hard drive; Cookie information is used only by us and our agents.

11. Commencement and duration

This agreement shall commence on the effective date and shall thereafter remain in force indefinitely, subject to the remaining provisions of this agreement.

Upon expiration of the initial period, the service will continue indefinitely, subject to the cancelation clause. See your engagement letter for specific dates.

12. Content Responsibility/Usage Restrictions

The service provider agrees to provide the client access to the services as subscribed to on the full terms and conditions of this agreement. By using the services, you agree that you will not circumvent the user authentication process and service speed limiters or attempt to access the service providers 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 clients agree to pay to the service provider damages and penalty amounts as set out in this agreement.

Any intellectual property which is produced under this Agreement is exclusively the property of Glidepath and its use will be unrestricted and at their sole discretion.

The client will be liable for any damages arising from the unpermitted use of the intellectual property.



13. 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 for 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 services regardless of whether such a claim is based on breach of contract, intentional/negligent breach of the 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.

14. Licensing

Glidepath warrants that they have all the needed licences for the services as described in this agreement.

15. Indemnification

Each party agrees to indemnify the other party and its respective permitted successors, assigns, officers, affiliates, agents and employees against attorney's fees and any claims and costs resulting from any actions or omissions of the indemnifying party or its permitted successors, assigns, officers, affiliates, agents and employees in relation to this Agreement, unless paid as part of a relevant insurance policy or required by applicable law.



16. Termination and cancellation

16.1 If any of the following events occur in respect to one party, the other party may terminate the agreement at their sole discretion with prior written notice:

- One party voluntarily petitions or is involuntarily petitioned for bankruptcy; becomes insolvent, proposes liquidation, recapitalization, dissolution or reorganization; a receiver is assigned to take property, and this is not dismissed within DISMISSAL PERIOD days.
- A material breach of this agreement is not resolved within RESOLUTION PERIOD after the details of the breach have been given with written notice.

16.2 Either party may terminate the agreement after giving the other party NOTICE of 3 months prior to such termination. The Service provider will be entitled to charge a reasonable penalisation fee of 3 months premiums in the event of termination by the client at any time. In the event that the client has selected a 24 month contract, the client agrees that in the event of cancellation by the client, the client will be liable for a reasonable cancellation/penalty fee of R4500.00 for the installation and removal of such installation, as well as 6 months premiums, payable immediately upon cancellation.

16.3 In case of termination by either party, the client agrees to discontinue using the Service and return any property provided by Glidepath to them in the same condition as provided to them.



17. Breach

- 17.1 Should either party to this agreement commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the other party ("the aggrieved party") requiring it to remedy such breach, then the aggrieved party shall be entitled, , to cancel this agreement without prejudice to the aggrieved party's right to claim damages or claim specific performance.
- 17.2 The notice referred to in paragraph 17.1 above, may be handed personally or may be send by email of by registered post to the addresses stated above as domucilium citandi et executandi.
- 17.3 In the event of legal action being taken by the Seller as a result of the default by the Purchaser, the Seller shall be entitled to claim costs based on attorney and client scale and a 10% collection fee on the sum claimed.

18. 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.



Cancelation of installation by the client:

Should a client have requested an installation and payment has 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 % administration fee.

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

Should Glidepath chose not to charge the client for the installation they will be entitled to charge the client a removal and installation fee in the amount of R450.00 excl vat, should the client cancel the contract prior to lapsing of the initial period.

Cancelation 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 providers 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 null and void.



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 Glidepath will refund the client the net amount deposited less bank charges relating to the transaction in addition to the 15% administration fee.

19. Legal costs as a result of breach:

If as a result of the breach of any one of the provisions of the agreement by any of the parties to this agreement, then the party so in breach will be liable for all legal costs and disbursements so incurred on a scale as between attorney and own client, and the High Court scale.

20. 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 right 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 in the next billing cycle.



21. 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 the 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.

22. 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 R150.00 EXCL 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 reconnected.

23. Reduced subscriptions in promotional periods:

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

23.2 Notwithstanding the prices offered in these promotional periods, subscribers remain bound by the original subscription agreement 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.



23.3 Glidepath reserves the right to offer promotional subscription periods without notification to existing subscribers nor is Glidepath obligated to offer these reduced subscriptions to existing subscribers.

23.4 Clients will be entitled to negotiate Downgrades and upgrades with the service provider.

24. Force Majeure

Force Majeure refers to any act beyond the reasonable control of either party, including but not limited to acts of God, fires, and war.

In the case of events of Force Majeure interfering with the completion of this Agreement, neither party shall be held responsible by the other.

If either party's agreed obligations are restricted by Force Majeure, the affected party must take reasonable action to fulfill their obligations. The other party must continue to fulfill their own agreed obligations.

25. Notice

25.1 The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses specified on page 1 hereof.

25.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.



- 25.3 Any party may by notice to the other parties change its domicilium citandi et executandi to another physical address in the Republic of South Africa, provided that the change shall become effective on the 7th (seventh) day after the latest receipt of the notice.
- 25.4 Any notice to a party contained in a correctly addressed envelope and:
- 25.4.1 delivered by hand to it at its domicilium citandi et executandi;
 - 25.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received, in the case of clause 25.4.1 on the 5th business day after posting (unless the contrary is proved) and in the case of clause 25.4.2 on the day of delivery.
 - 25.4.3 Delivered by email to the email address of such party, shall be deemed to have been received on the same day of emailing;
 - 25.4.4 Notwithstanding anything to the contrary herein contained a written notice of communication actually received by a party shall be an adequate written notice of communication to it notwithstanding that it was not sent to or delivered at its domicilium citandi et executandi.

26. Laws

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the Magistrates court of South Africa.

27. Successors

This agreement will be binding for and will inSure to the benefit of the Parties hereto, their administrators, successors, assigns and heirs.



28. Assignability

The obligations of the parties shall not be transferred in any way or for any reason to another party, unless the parties have given prior notice and such notice has been accepted in writing.

29. Waiver

Any waiver of any default by either Party shall not be accepted as a waiver of any subsequent or prior default of other or the same provisions of this agreement.

30. Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any risk of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to the other party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original interest of the parties as closely as possible in an acceptable manner to the end that transaction contemplated hereby are fulfilled to the greatest extent possible.

31. Integration

This Agreement represents the entire agreement between the parties, together with the engagement letter, relevant to the content of the Agreement.



32. No warranties

This website and services are provided “as is” without any representations or warranties, express or implied. Glidepath makes no representations or warranties in relation to this website, services or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Glidepath does not warrant that:

- this website/services will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

33. Limitations of liability

Glidepath will not be liable to the client (whether under the law of contact or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website/services/installation thereof:

For any direct loss/damage resulting from use of the website/services/installation thereof;

For any indirect, special or consequential loss; or

For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.



34. Other terms

- 34.1 This agreement constitutes the whole agreement between the parties and no representations or warranties have been made or given (except as is specified). No variations, additions or modifications hereto shall be binding upon the parties unless in writing and signed by all parties.
- 34.2 No waiver made by any party to the other party shall be valid unless in writing and any such waiver shall be construed strictly as relating to the matter in respect whereof it has been made.
- 34.3 No indulgence by any party shall operate as an estoppel against it in respect of any of its rights hereunder, nor shall it operate so as to preclude any party thereafter from exercising its rights strictly in accordance with this agreement.
- 34.4 Each of the parties hereby undertakes to do all such things and sign by way of further assurance all such other documents as may be necessary to give effect to this agreement.
- 34.5 Each person who signs this agreement as representing any party warrants that he has authority so to sign this agreement.
- 34.6 If any provision of this agreement is held to be unenforceable by any court of law, such provision shall be severable from this agreement and shall not affect the remaining provisions of this agreement which shall remain in full force and effect.

