



# That Computer Guy

For all your I.T services

## TERMS & CONDITIONS

That Computer Guy – Updated Feb 2018

All terms and conditions contained herein for all services provided  
by That Computer Guy

Please find below all service terms and conditions. By agreeing to take a service with That  
Computer Guy, you have opted to agree to these terms and conditions.

Director – A.Mego  
admin@thatcomputerguy.co.za

## **Service Policy**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website. Our 24 hour, 7 day a week support number is 074 102 0432.

## **Service Levels**

ADSL is provided as a best-effort service and uptime cannot be guaranteed. During any technical failure, modification or maintenance of the service provided, That Computer Guy will use its reasonable endeavours to resume the service as soon as possible. This excludes upstream provider infrastructure that is not within the control of That Computer Guy PTY (LTD).

## **Static IPs**

### ***Minimum Requirements***

- Only one static IP can be linked to one active ADSL service (username)
- A static IP cannot be transferred from one service to another
- The static IP will remain active as long as the ADSL service (username) it is linked to is active, should the ADSL service (username) it is linked to be cancelled, the static IP will automatically be deleted. Please be aware that once the static IP is deleted it cannot be recovered, should you repurchase the service a new static IP will be issued.
- Failure to pay for your static IP and linked service before the due date will result in the static IP being deleted, once the static IP has been deleted it cannot be recovered.
- A static IP can be cancelled during the course of a month, but the cancellation will only take effect at the end of the month. E.G if we receive your cancellation on the 1st or 15th of July, the static IP will only be deleted on the 31st of July at 11:59pm.

Your Static IP can be switched on and off from your CCP/RCP. Static IP's are assigned on your PPPOE connection. Due to privacy and security concerns, internal network configurations like natting and routing will need to be set up and maintained by your network administrator.

Static IPs are available for all monthly billed services, except SAIX based services and trial services.

All Static IPs on our new network are now allocated per region:

- **North** = Free State, Gauteng, Mpumalanga, Limpopo, North West
- **East** = KwaZulu-Natal
- **South** = Eastern Cape, Western Cape and the Northern Cape

To give you optimal routing and throughput, we need to lock your DSL service down to the last DSL line you connected from.

Should you move to a different region and would like to connect from your new location, then you will have to cancel your current Static IP and apply for a brand new Static IP address. That Computer Guy does not advise that Dynamic/Static IP's are used to run email servers. Should the client choose to use our Dynamic/Static IP services to run an email server it is the clients responsibility to monitor and request removal of all blacklisting's related to the IP on services such as RBL's/SBL's/PBL's and not the responsibility of That Computer Guy.

When you enable the Static IP option in your Control Panel, we will force your service to disconnect in order to establish your region, so that we can allocate the appropriate Static IP in your area.

The username will be locked to the first successful connection we receive, meaning no other connections can be established from another location.

Also note that the service will only allow **one concurrent connection**.

For additional support please go to [www.portforward.com](http://www.portforward.com)

## **That Computer Guy DNS Suite**

### **That Computer Guy DNS**

When enabled, the That Computer Guy DNS feature will direct your DNS traffic through the geographically closest operational DNS server to you. This feature also enables clients to make use of the Family That Computer Guy feature. Should the That Computer Guy DNS not be accessible the Default DNS will be used, during this time the Family That Computer Guy feature will not be available until the That Computer Guy DNS is restored.

### **“Family” That Computer Guy**

Family That Computer Guy is a feature provided with the activation of That Computer Guy DNS. This feature blocks unwanted domains within pre-defined categories from being accessed. We do our best to block unwanted domains; we however cannot guarantee that domains within the categories selected will not be

accessible. Domains found accessible within a selected category can be reported to [admin@thatcomputerguy.co.za](mailto:admin@thatcomputerguy.co.za).

### **Custom/Corporate DNS**

This feature allows you to specify the DNS server settings you would like applied to your service. That Computer Guy accepts no responsibility for service interruptions when activating and using this service.

### **“Remote” That Computer Guy**

This feature allows you to create a unique hostname (static sub domain) which will allow you to remotely access your router/modem. The setup of port forwarding and the network configuration is the responsibility of the client and is required in order to use this feature. That Computer Guy takes no responsibility for this feature not working due to the incorrect setup or configuration on the clients end. The security of the clients' connection and network remains their responsibility when using this feature. This feature is provided as a best effort service and is not guaranteed.

## **Delivery Policy**

Delivery times stated are not guaranteed but are generally attainable within major centres. A possible delay of 24 to 96 hours can be expected outside of major centres and additional delivery costs may apply. Some deliveries might require that information or documents must be produced and copies thereof provided during the delivery, this will be communicated on purchase of the device or product if it is required.

A physical address is required for the delivery of your order. Orders to Post boxes/Private bags/Post Offices will not be accepted.

Deliveries take place on weekdays during business hours and exclude weekends and public holidays, your delivery will be dispatched on the 1st working day thereafter.

Delivery times may be delayed should the need arise for clearance of payment. Clearance for debit order payments may take up to 10 days to clear.

That Computer Guy will not arrange collection of units for exchange or return (or cover related costs). The client will be responsible for arranging for the unit to be delivered to That Computer Guy. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics.

The Courier Delivery Fee charged during checkout may differ once your order is finalised. Should this occur, we will contact you before proceeding with the delivery of your order.

## **Refunds Policy**

Refunds will not be granted for services purchased in error. Should it be proven that a service is not working as per the Product Description, Terms and Conditions and/or Acceptable Usage Policy a refund will be granted. Refunds for amounts deposited into an That Computer Guy PTY (LTD) banking account erroneously will also have a 15% fee levied to cover our bank charges and will only be considered for processing 7 days after the original payment date. Refunds for debit order and credit card payments are processed after the second week of the month.

## **Cancellations Policy**

The cancellation of a product or service is the clients responsibility. Cancellations must be actioned from the client control panel by the 24th for debit order clients, cancellations actioned after the 24th will be actioned for the end of the following month. If your payment method is Credit card you are able to process your cancellation for the end of the current month from the Client Control Panel for selected services (excludes ADSL Lines). Should you require your log in details for the client control panel please use the forgot password function on our website. Email, fax and telephonic cancellations will not be accepted, all cancellations must be processed via the client control panel. Failure to cancel your services will result in your service or product being activated for the new month and therefore liable for payment.

That Computer Guy will not be held responsible for incorrect cancellations processed via the Client Control Panel, or be liable for any losses incurred.

## **Security Policy**

### **Credit Card transactions are processed via our payment service provider Virtual Card Services PTY (Ltd).**

As a payment gateway Virtual Card Services does not and cannot verify, authorise or settle any transaction. Virtual Card Services provides the conduit (the messenger) for information between the merchant and the merchant's bank.

### **Transaction security**

Virtual Card Services uses 128-bit SSL certificates to ensure that all transactional information is passed securely between the merchant and Virtual Card Services site. No cardholder information is ever passed unencrypted and any messages sent to our servers from Virtual Card Services are signed using MD5 hashing to prevent tampering. In the event that PAN information is returned, the PAN will be hashed, including the first 6 digits and last 4 digits of the PAN.

## **Encryption and Data Storage**

All sensitive data is secured and stored within Virtual Card Services systems using internationally recognised 256-bit encryption standards. The data held by Virtual Card Services is extremely secure and strict policies are in place ensuring limited and secure access to their servers internally are maintained. The information stored by Virtual Card Services is highly regulated and audited regularly by a Quality Assurance Assessor (QSA).

## **System security**

Virtual Card Services systems are regularly scanned ensuring that their infrastructure and network remains secure at all times. Further to this, Virtual Card Services use an Approved Scanning Vendor (ASV) approved by the payment card brands to review scans quarterly. Additionally, Virtual Card Services is PCI DSS Level 1 certified, which is the highest level of compliance. Virtual Card Services are audited annually by a QSA ensuring that the upmost security is maintained at all times.

## **Payment Options/Terms**

All transactions will be processed in South African Rands (ZAR). We do not extend credit and payment is required up front, services will not be activated without payment. As of 1 October 2014 we no longer accept Cash Deposit and Electronic Funds Transfer (EFT) as a method of payment.

## **Credit Card Authority**

By supplying your "credit card/debit card/cheque card" hereafter referred to as "account/card" details and agreeing to the Terms & Conditions the following will be seen as accepted and agreed to:

I/we hereby request and authorize you to draw against my/our card (or any other bank or branch to which I/we may transfer my/our account/card) the due amount or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly invoice and/or any overdue amounts, due to you in respect of my/our purchases/contract/agreement.

All such withdrawals from my/our account/card by you shall be treated as though they had been signed by me/us personally. I/we, "instruct" and authorize your agent Virtual Card Services PTY (Ltd), or by computer through a system provided by the South African Banks to draw against my/our account/card.

I/we understand that if account/card details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement. I/we agree to pay any banking charges relating to this debit instruction. This authority may be cancelled by me at any time by updating/changing the payment method from within the Control Panel.

Renewals (monthly invoice) will be processed on the first working day of every month. If your payment fails, your service(s) will be disabled immediately. Please note that if you are cancelling your service(s) with That Computer Guy, you need to cancel via your control panel before the last day of the month if you are paying via account/card (excludes debit order payments). Failure to do so will result in the product being activated and the monthly subscription being debited.

All other account/card instructions (new account sign ups/activations, hardware/device purchases, top ups, upgrades), besides the monthly subscription, will be processed on a daily basis.

### **Debit Order Authority**

This Authority and Mandate refers to our contract as dated as on acceptance hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account or credit card at my / our above mentioned bank (or any other bank or branch to which I / we may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us.

The individual payment instructions so authorised to be issued must be issued and delivered as follows

i. On the 1st working day ("payment day") of each and every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

Debit orders will be processed on the first working day of every month for renewal services. If your debit order fails, your service(s) will be disabled immediately. Your debit order against your bank account is an automated process and cannot be stopped after the 24th of each month. Please note that if you are cancelling your service(s) with That Computer Guy, you need to cancel via our control panel by the 24th of the month. Failure to do so will result in the product being activated and the monthly subscription being debited from your bank account. If you cancel on or after the 25th of the month, cancellation of the service will be actioned for the end of the following month.

All other debit order instructions (new account sign ups/activations, hardware/device purchases, top ups, upgrades), besides the monthly subscription debit orders, will be processed on a daily basis. Should you order a new service or upgrade your existing service after the 24th of the month, your first renewal debit order thereafter will remain unchanged and an additional debit order will be processed for the price

difference within the first 5 working days of the month. The following month the full amount for the updated services will be processed in a single debit order. Should you cancel one of your services or downgrade a service after the 24th of the month, your first renewal debit order will remain unchanged, but the price difference will reflect as a credit on your account, which can either be refunded to you or will automatically be deducted from your next debit order.

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

### **Debit Order Mandate**

I / We acknowledge that all payment instructions issued by you shall be treated by my / our above mentioned bank as if the instructions had been issued by me personally.

### **Debit Order Cancellation**

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

### **Debit Order Assignment**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

### **Debit Order Contract**

The signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing sent by email to [accounts@thatcomputerguy.co.za](mailto:accounts@thatcomputerguy.co.za) by no later than the 20th of the month or by logging in on your control panel and updating your payment method by no later than the 24th of the month.



## **Prorata Billing**

Prorata billing applies to all new monthly billed services and on the initial purchase only. Prorata billing will not apply should you fail to pay your renewal invoice or any outstanding invoice on your account, the renewal/outstanding invoice must first be paid in order to qualify for the prorata rate on a new service. The bandwidth on a per gig service will be prorated together with the price on purchase. The prorata price and bandwidth is calculated according to the purchase date.

## **Service Changes (Applies to DSL, Fibre, Mobile and Voice)**

Service Changes are changes to the product, speed, combo or data purchased which changes the renewal of the service/s and are billed prorata.

For ease of understanding, services referred to as Upgraded services are services which result in a price increase on the next renewal and Downgraded services are services which result in a lesser billed renewal than the current service.

Clients are not able to service change to an Upgraded service and then service change to a Downgraded service in the same month. The Upgraded service change must first be renewed before a Downgrade can be set for the next renewal.

**Example:** a Mobile Data service is service changed from 1GB to 5GB in August. The client will only be able to set a service change to a Mobile Data service smaller than 5GB during the month of September for October as the service must first be renewed on 1 September at 5GB before it can be downgraded.

## **Our banking details**

Please note: When making a payment use the bank beneficiary That Computer Guy PTY (LTD).

Detailed instructions can be found on our [website](#).

## **Debit Orders / Credit Cards**

All transactions will be processed in South African Rands (ZAR). We accept credit card and debit order as methods of payment. We do not extend credit and payment is required up front, services will not be activated without payment.

As of 1 October 2014 we no longer accept Cash Deposit and Electronic Funds Transfer (EFT) as a method of payment. Clients who are in the process of transitioning to Credit Card or Debit Order will continue to be bound by the conditions below until the transition to Credit Card or Debit Order has been completed:

- All manual (cash deposit/EFT) monthly payments must reach us before 5pm on the last day of the month, failure to do so will result in all services being suspended until payment is received.
- Always use your six digit account number as your reference when making payment to avoid delays in your payment being allocated.

Failure to make payment by the due date will result in your services being suspended. Failure to pay your hosting and or domain registration on the due date may result in your domain name being deleted by the registrar and become available to the public for re-registration. Failure to pay your ADSL Line services on the due date may result in your ADSL Line services being transferred to Telkom and Telkom will continue to bill you for this service.

Please email your Proof of Payment/Cash Deposit slip to [accounts@thatcomputerguy.co.za](mailto:accounts@thatcomputerguy.co.za) , please remember to use your invoice number as your reference when making your payment.

## **Month End**

Please note that the control panels will be offline between 19:00 and 00:30 on the last day of every month due to various monthly processing operations that need to be performed. Services that have reached 100% usage will be capped and you will not be able to top up until 00:30. Please ensure that all new purchases, service changes and top ups have been processed before 17:00 on the last day of the month to ensure that your request is actioned before 19:00.

# DSL Services

We offer two types of DSL services, namely Monthly and Prepaid services.

## Monthly Billed Services:

- ADSL
- Uncapped
- DSL Lines
- All Hosting services

## Prepaid Billed Services:

- Prepaid
- Hotspot Prepaid
- DSL Vouchers

The maximum achievable speed on all DSL Data services is 40 Mbps. If you are using a Fibre Line and would like to achieve speeds higher than 40 Mbps, please consider using our Fibre Data services.

The Acceptable Use Policy for all Uncapped services (including discontinued services) can be found below. By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP.

All uncapped services are billed within a calendar month (1st to last day of every month). Your proof of payment is to reach us before 5pm on the last day of the month to prevent service interruption on the 1st of each month.

Prepaid services are a once off purchase and are valid for a period of 12 months (1 year), you are able to top up the prepaid service with additional bandwidth of the same service type at any time, with each top up the validity of the prepaid service will be extended with an additional 12 months (1 year).

The capacity of the Network and available bandwidth is in no way guaranteed on any of the bandwidth based services offered by That Computer Guy and as such we reserve the right to manage (shape, throttle, limit protocol through-put) all services in accordance with the available network capacity at all times. Our first priority will always be to provide the best possible experience to all of our users when/if it becomes necessary to manage services.

## Capped Services

### Rollover of Data

Should you not use all of your purchased data within a month (1st to last day of each month); the unused data will carry over to the following month for a period of 3

months. As your data is exhausted the unused data from the oldest months accumulated data will be added to your service. In order to use your rollover you must first deplete your monthly allocation of data, once the monthly allocation is depleted your rollover data will automatically become available.

### **EXAMPLE**

You have not used up all your data for June, July and August. In September you run out of data, we will automatically allocate the unused data from June to your data service first. If you deplete this data too, we will automatically allocate the unused data from July and if you deplete this, we will automatically allocate the data from August. If you reach the end of September and you only needed to use your rollover data from June and July, the unused data from August will be available to use in October.

Rollover of Data is only applicable to services which are paid up to date and are renewed monthly. If your debit order or credit card payment fails for any reason all data that has accumulated will fall away and will not be re-allocated on payment for the service. Should you cancel your service any accumulated data will fall away.

## **Uncapped Services**

Uncapped services are designed and intended for personal use only. The Uncapped Services may not be repackaged/broken down and sold to 3rd parties, may not be used to provide network services like hosting/mail/ftp/backhaul for Wifi/internet cafes and other networks. The use and/or exploitation of our uncapped services for commercial use is strictly prohibited. (We have very competitive Per Gb pricing for commercials).

The Acceptable Use Policy for the just/yourSurf, Uncapped, justUncapped Express+/Home Uncapped, Premium Uncapped and Premium Plus Uncapped can be found [here](#). By accepting the Terms and Conditions, you also agree to the aforementioned AUP.

All uncapped services are billed within a calendar month (1st to last day of every month). Your proof of payment is to reach us before 5pm on the last day of the month to prevent service interruption on the 1st of each month.

## **Combo Services**

- **Combo Pricing**

Combo pricing applies to one data service and one adsl line tied together as a combo. The process of transferring/activating the ADSL line takes place at the time of the order and cannot be ordered for a future date. Once a service is combined, the DSL service will be locked down to the DSL Line, the service cannot be used on a different DSL Line.

- **Line Transfer Combo**

On initial sign up a discounted amount will be billed for the data portion of the combo and there will be no charge for the transfer of the ADSL line if it take place in the current month. A discounted amount will be billed on transfer of the ADSL Line at any

time other than the current month. The full combo price will be billed on the 1st of the following month.

- **New Line Combo**

A discounted amount will be billed for the data and ADSL Line once the ADSL Line is activated by Telkom. The service on the combo will be activated once payment is received for the amount billed. The full combo price will be billed on the 1st of the following month.

- **Permanent Upgrade/Downgrade of Combo**

In order to upgrade/downgrade your existing combo you will need to first split the combo. Once the combo has been split, the changes can be made and the services can then be combined again. The new combo price will be billed on the 1st of the following month.

- **Cancellations**

In order to cancel one or both services within a combo it is necessary to first split the combo. Once the combo have been split the desired changes can be made.

- **Splitting Combos**

When combos are split they will be billed at the stand alone price per service.

- **Combining Existing Services**

When services are combined the combo price will apply from the 1st of the following month.

\* Combo pricing excludes already discounted services and special offers

\* Combo pricing applies to selected products only

## Telkom ADSL Lines

By purchasing/applying for an ADSL Line service it is agreed that you accept and agree to the Terms & Conditions as stated below:

I/We hereby authorise That Computer Guy PTY (LTD) to apply for a new convert, migrate, migrate back, convert back of my/our ADSL Line from Telkom SA Ltd or my current ADSL Line Supplier on behalf of Telkom:

In order to apply for an ADSL Line, you are required to have an active monthly billed telephone line with Telkom SA Ltd. ADSL Lines remain the property of Telkom SA Limited, installations and repairs remain their responsibility. ADSL Line sizes are supplied at the maximum stable speed available that is requested by the client, the Telkom SA Ltd network is supplied as a best effort network and therefore service cannot be guaranteed. Telkom SA Ltd. runs automated health checks on all ADSL Lines and might adjust the speed of your line in order to supply the best service possible. Should you experience complete downtime on your ADSL Line for a period exceeding 24 hours, a dispute will be logged with Telkom SA Ltd once the fault has been cleared requesting a credit for the period the line was down. Once this credit has been issued, the client's account will be credited accordingly. That Computer Guy PTY (LTD) will on behalf of our client as far as possible deal with Telkom SA Limited on the client's behalf. Should a fault be logged with Telkom SA Ltd. on the client's ADSL Line which results in a Technician being dispatched and it is found that the fault is due to faulty equipment or incorrect setup of equipment by the client an Unnecessary Call-Out charge may be charged to the client's That Computer Guy

account. Any credit due to the client by Telkom SA Limited after the transfer of their ADSL Line to That Computer Guy PTY (LTD) remains the responsibility of Telkom SA Limited and the client will need to converse with Telkom SA Limited directly to arrange this if not done automatically. The activation of a new line is dependent on the exchange being ADSL ready as well as ports being available, the activation of a new line, cancellation, upgrade/downgrade or transfer is dependent on Telkom SA Limited as such cannot be guaranteed by That Computer Guy PTY (LTD). Telkom SA Limited do not allow two actions to be performed at the same time, we are therefore not able to perform a transfer and an upgrade/downgrade at the same time, we need to process each action separately.

In order to transfer an existing ADSL Line from Telkom/another ISP to That Computer Guy PTY (LTD) (PTY) Ltd it is necessary for the client to request their current ISP/Telkom to perform a migrate back application. Only once the migrate back application has been completed will That Computer Guy PTY (LTD) be able to apply for the transfer. During this process of transfer between ISP's/Telkom the ADSL line will be in a suspension state with no ADSL access. The client has 30 days from the date of the migrate back application to request re-activation of the ADSL Line, if the re-activation is not done within 30 days, the ADSL Line will be completely cancelled. Applications received where the incorrect number has been supplied by the client will be charged for until the application has been cancelled by Telkom. No refund requests will be considered where the incorrect number was supplied on application.

The client will continue to be billed by Telkom SA Limited for the telephone/fax line rental and telephone/fax calls as well as any other services provided to them directly by Telkom. Should your line be suspended by Telkom SA Ltd, the ADSL service on your line will not be usable until Telkom SA Ltd have lifted the suspension on the line.

The ADSL line rental will be billed to the client by That Computer Guy PTY (LTD) together with any other services provided to them. On completion of a new, transfer or upgrade/downgrade of an ADSL Line an invoice will be generated and debited via the clients nominated payment method.

Should your debit order payment against your bank account or credit card be returned (initial and monthly) unpaid the ADSL Line will be migrated back if the outstanding amount is not settled within 7 days. A migrate back will result in the ADSL Line being suspended and completely cancelled 30 days thereafter if the outstanding amount is not settled.

Payment for the rental of the ADSL Line is due before the 1st of every month, failure to pay will result in the ADSL line being migrated back. Should you approach Telkom directly to have your telephone number ported, the ADSL service on your line will automatically be cancelled. Please advise us of your intent to port (move) your telephone line to a new address so that we may arrange for the ADSL line to be moved together with your telephone line. Should an incorrect telephone number be

provided for the ADSL line and the service is successfully activated, the client will be liable for any costs arising from the activation of the ADSL Line service.

Please also note that ADSL lines are not cancelled during the month but only at the end of the month, if you wish to have your line cancelled during the course of a month you will not be refunded any monies already paid for that month.

Please be aware that Telkom do not allow us to submit cancellations for a specific date. In an effort to avoid the cancellation or migrate back of the line taking place before the last day of the month we submit these applications on the last 2 working days of every month. It is possible that the cancellation/migrate back will be actioned before the last day of the month or only take place the following month.

Please note that as standard practice the up to 20Mbps VDSL service is activated by Telkom as an ADSL2+ service which has a lower upload speed than the VDSL service. Please contact us on 074 102 0432 or [admin@thatcomputerguy.co.za](mailto:admin@thatcomputerguy.co.za) should you wish to change to VDSL. We will then submit a request to Telkom to have the line changed to VDSL if possible. The upload speeds for up to 20mbps ADSL2+ are 1Mbps and the upload speed for up to 20Mbps VDSL is 2Mbps.

Queries pertaining to your ADSL line can be directed to [admin@thatcomputerguy.co.za](mailto:admin@thatcomputerguy.co.za) during office hours, if you are experiencing technical difficulties you can contact our 24 hour Support Line on 074 102 0432.

Telkom terms and conditions can be found at: <http://www.telkom.co.za/sites/aboutus/regulatory/termsandconditions/>

# Fibre Services

Fibre Broadband Access is supplied as a best effort service by the Fibre Line Provider. Warranties on equipment/hardware supplied during the installation are held by the Fibre Line Provider or their chosen Representative and remain their property. In order to use the Fibre Data purchased from That Computer Guy a Fibre router/modem is required, this router/modem needs to be purchased by the client. Only approved (ICASA, SABS) hardware is permitted to be used, un-approved hardware connected to the Fibre Line by the client which proves to be interfering/causes damage to the service provided by the Fibre Line Provider/That Computer Guy or its infrastructure is not permitted. Any costs which arise due to damage and repairs caused by the connection of un-approved hardware by the client will be for the clients account.

Areas marked as available on the map may not be Fibre ready at your particular address due to a number of factors. Pre-orders do not guarantee that Fibre will be available at your particular address once the planned project has been completed. Should we not be able to proceed with your application we will advise you thereof. Installations are typically completed within +- 30 days, this timeframe is however not guaranteed. That Computer Guy only offer Fibre to the Home services through our Fibre Line Providers at this time.

Fibre line installations and connections are subject to an installation and connection fee which is prescribed by the Fibre Line Provider. Additional fees may apply should trenching or additional cabling be required to complete the installation, That Computer Guy will make any additional charges known to the client and the client will be required to accept or reject these charges before the order is completed. Please note that should the service be ordered and the incorrect address is supplied, the client will be responsible for all charges relating to the order placed at the incorrect address.

An additional fee may be charged as prescribed by the Fibre Provider for re-grading the speed of a fibre line as well as outdoor transfers (new address) and transfers between Internet Service Providers. Cancellations for fibre lines are only submitted at the end of each month, the cancellation request must be submitted via the Client Control Panel at least 30 calendar days before the cancellation date, the earliest available cancellation date will be shown in the Client Control Panel. Cancellation requests which do not adhere to the 30 calendar day notice requirement are subject to Early Termination Fees which will need to be settled before the cancellation request is processed, this fee is prescribed by the Fibre Line Provider. Transfers between Service Providers are handled in the same manner as a new installation and are typically completed within +- 30 day, this timeframe is however not guaranteed.

An additional fee of up to R2 000.00 may be charged on faults logged which are found to be caused by faulty hardware or user error. This amount will be charged to your account once we are advised of the charges by the Fibre Line Provider.



By completing the order it is deemed that consent has been received from the landlord, owner or body corporate for the installation of the service.

The available capacity on the network is shared between all users of That Computer Guy bandwidth. Acceptable Usage Policies are attached to Uncapped Services. Capped services whilst the majority of the time will remain untouched may be shaped or throttled should the demand on the network and available capacity be affected. Capped services will generally receive priority through-put on our network provided there is no rise in demand or extenuating circumstances affecting the performance of the network.

## **Capped Services**

### **Rollover of Data**

Should you not use all of your purchased data within a month (1st to last day of each month); the unused data will carry over to the following month for a period of 3 months. As your data is exhausted the unused data from the oldest months accumulated data will be added to your service. In order to use your rollover you must first deplete your monthly allocation of data, once the monthly allocation is depleted your rollover data will automatically become available.

### **EXAMPLE**

You have not used up all your data for June, July and August. In September you run out of data, we will automatically allocate the unused data from June to your data service first. If you deplete this data too, we will automatically allocate the unused data from July and if you deplete this, we will automatically allocate the data from August. If you reach the end of September and you only needed to use your rollover data from June and July, the unused data from August will be available to use in October.

Rollover of Data is only applicable to services which are paid up to date and are renewed monthly. If your debit order or credit card payment fails for any reason all data that has accumulated will fall away and will not be re-allocated on payment for the service. Should you cancel your service any accumulated data will fall away.

## **Uncapped Services**

Uncapped services are designed and intended for personal use only. The Uncapped Services may not be repackaged/broken down and sold to 3rd parties, may not be used to provide network services like hosting/mail/ftp/backhaul for Wifi/internet cafes and other networks. The use and/or exploitation of our uncapped services for commercial use is strictly prohibited. (We have very competitive Per Gb pricing for commercials).

The Acceptable Use Policy for the Home Uncapped, Premium Uncapped and Premium Plus Uncapped can be found [here](#). By accepting the Terms and

Conditions, you also agree to the afore-mentioned AUP. All uncapped services are billed within a calendar month (1st to last day of every month). Your proof of payment is to reach us before 5pm on the last day of the month to prevent service interruption on the 1st of each month.

## **Mobile**

### **That Computer Guy Mobile**

#### **Mobile Data**

Mobile data is a monthly billed service unless otherwise stated. Mobile Data is subject to the same Terms and Conditions as ADSL data, for the purposes of Payment, Termination and Monitoring of Usage except where specified.

Mobile Data is subject to the Regulation of Interception and provision of Communication-related information Act where applicable (RICA). When a purchase for mobile data is made it is deemed that you have read, understood and accepted all Terms & Conditions pertaining to the purchase.

If you have any queries please contact us before making any purchase for any service through this website, our 24 hour, 7 day a week support number is 074 102 0432.

#### **Coverage and Signal Availability**

Service delivery of Mobile data is dependent on signal availability and demand for data services in any particular area. That Computer Guy does not warrant or guarantee service for any specific areas, whilst every effort will be made to give clients an indication of possible service (via the Coverage Map). That Computer Guy accepts no liability should the aforementioned map differ to actual data service experienced.

#### **LTE**

SIM cards provided by That Computer Guy are not automatically LTE enabled. LTE capable That Computer Guy Mobile SIMS can be activated for LTE services via the Client Control Panel. Activation of LTE on the SIM is within 72 hours of the request. Clients using their own MTN SIM for That Computer Guy Mobile Data will need to request the activation of LTE with MTN directly.

An LTE capable device is required in order to obtain LTE speeds.

### **Purchasing of Data and Devices**

That Computer Guy reserves the right to limit the quantity of purchases made. Data and devices may only be purchased via credit card or debit order. EFT, Stop Order and Cash Deposits are not accepted. Your order will be shipped once your payment has been cleared.

All purchases of data are prorated on the day of purchase, both the data allocation and price are prorated. Should delivery of your SIM occur the month after it was purchased the data allocated on the SIM will be calculated from the date of purchase to the last day of the month it was purchased in.

Credit Card payments are cleared within 24 hours and Debit Order payments can take up to 10 working days to clear. Your order will be shipped on the first working day of your payment being cleared.

### **Rollover of Data**

Should you not use all of your purchased data within a month (1st to last day of each month); the unused data will carry over to the following month for a period of 3 months. As your data is exhausted the unused data from the oldest months accumulated data will be added to your service. In order to use your rollover you must first deplete your monthly allocation of data, once the monthly allocation is depleted your rollover data will automatically become available.

### **EXAMPLE**

You have not used up all your data for June, July and August. In September you run out of data, we will automatically allocate the unused data from June to your data service first. If you deplete this data too, we will automatically allocate the unused data from July and if you deplete this, we will automatically allocate the data from August. If you reach the end of September and you only needed to use your rollover data from June and July, the unused data from August will be available to use in October.

Rollover of Data is only applicable to services which are paid up to date and are renewed monthly. If your debit order or credit card payment fails for any reason all data that has accumulated will fall away and will not be re-allocated on payment for the service. Should you cancel your service any accumulated data will fall away.

### **Device Support**

Technical support is provided for the setting up of the APN on the client's device. That Computer Guy does not offer support on applications or set-up of device applications such as email.

### **Existing SIM**

Clients are able to use That Computer Guy Mobile Data on their existing contract MTN sim (not available on prepaid MTN sim's). The client's use of their existing MTN contract sim is subject to the same Terms and Conditions as all other That Computer

Guy Mobile Data products and services. Should we fail to verify your MTN sim with MTN for provisioning of That Computer Guy Mobile Data your order will be deleted (all purchases within the order) and the purchase/s will need to be re-purchased.

### **"Topping-up" Data**

Mobile data clients are able to top up their data should they exhaust it at any time during the month. This top-up can be done via the Control Panel or Mobile Control Panel. Data that has over run the purchased data total will be deducted from your next top-up. Example, 500mb purchased, 550mb used before capping takes place, top-up with 500mb, 450mb will be allocated.

### **ADSL Voucher Transfer**

An ADSL voucher purchased from our retail partners can be converted to mobile data via the Control Panel. The conversion table below applies to the ADSL voucher purchased and transferred:

- **1 Gig** Prepaid ADSL Voucher = **100 Megs** Mobile Data
- **2 Gig** Prepaid ADSL Voucher = **500 Megs** Mobile Data
- **3 Gig** Prepaid ADSL Voucher = **1 Gig** Mobile Data
- **4 Gig** Prepaid ADSL Voucher = **2 Gigs** Mobile Data
- **5 Gig** Prepaid ADSL Voucher = **3 Gigs** Mobile Data

The 4-for-1 ADSL Voucher promotion does not apply when converting an ADSL voucher to mobile data. Please take special note that you cannot transfer data on a voucher that has already been activated (activated by means of logging into the voucher via the voucher control panel or entering the username and password onto your ADSL modem/router).

### **Cancellation of Data**

If a data product is cancelled the SIM card linked to the product including any unused data will be cancelled on the requested date. If the client has opted to use their own SIM, the That Computer Guy Mobile Data service will be discontinued on their selected SIM. Once cancellation of the SIM has taken place it cannot be reactivated.

### **Failure to Pay**

Should we not receive payment for data purchased the data together with the SIM provided will be cancelled. If the client has opted to use their own SIM, the That Computer Guy Mobile Data service will be discontinued on their selected SIM. Once the SIM has been cancelled it cannot be reactivated.

### **Mobile Devices, Warranty and Exchange/Return Policy**

Certain Mobile Devices are only available to be purchased together with a Mobile Data product and cannot be purchased as a stand-alone product. That Computer Guy has a 7 business day device return policy from date of purchase. Units returned must be returned as shipped (i.e same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange.

That Computer Guy will NOT arrange collection of units for exchange or return (or cover related costs). The client will be responsible for arranging for the unit to be delivered to That Computer Guy or the Supplier. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics

All Mobile Devices are covered by a product specific warranty as per the manufacturer's warranty, for the repair or replacement of faulty units. The warranty is limited to items covered by the manufacturer only. The warranty does not cover any damage deemed to have been caused by the client's misuse or mistreatment of the product (including damage due to improper return shipping of the product for exchange or return). Using incorrectly sized SIM cards and any physical damage as a result, is deemed to be improper use or abuse of the product. This effectively voids the manufacturer's warranty and therefore will not be exchanged or returned. This further extends to the use of unapproved accessories or modifications which effectively void the warranty on the product. In such circumstances, That Computer Guy nor the Supplier will be liable to repair or replace any such devices and no further correspondence will be entered into once the device is deemed to be out of warranty.

Failure to abide by That Computer Guy' policy can result in deductions to the claimed refund or rejection of claims for refund or exchange.

Device warranty claims for Xiaomi products are supplied and serviced by Mobile in Africa, warranty claims for these products will not be facilitated by That Computer Guy unless otherwise stated.

The Warranty on Xiaomi Smart Phones is 12 months, the battery and accessories provided with the smart phone carry a 6 month Warranty.

Device warranty claims for Huawei products and devices will be handled by That Computer Guy who will deal directly with the Supplier on the clients behalf.

The warranty on Huawei devices is 12 months.

In order to speed up warranty claims and repairs we are required to provide the purchaser's contact details to the suppliers. These details are provided to the supplier on condition that it may only be used to verify the purchase of the product and will not be used in any other manner.

## **Xiaomi Products and Devices**

Mobile in Africa

<https://mia.africa.com/za/support>

Please note that the Delivery of Xiaomi Devices once payment has cleared are handled by the Supplier and not That Computer Guy, all Deliveries which include a SIM Card are subject to RICA Verification and you may be required to provide certain documentation on Delivery. Please refer to the section below on Identity Verification Requirements for more information on RICA.

### **Identity Verification Requirements (RICA)**

By accepting the Terms and Conditions for RICA you undertake to inform any persons that the purchase is intended for of the Terms and Conditions herein and their responsibilities in terms of the RICA Act.

All Data products are subject to RICA verification, as stipulated by law (Regulation of Interception of Communication Act of 2008). Clients are required to produce a legible copy of their valid Identity Document or Passport and proof of residential address. Non-South African citizens may submit a copy of their valid Passport. Verification documents must contain photo identification and must be a barcoded form of identification. Failure to produce the required aforementioned information will result in the product not being activated, regardless of any amounts billed.

Delivery of the data product will not take place if the required documentation is not produced and successfully verified. RICA verification must be done in person, for each new purchase of a data product regardless of whether the person/s has been RICA' d previously. The drivers of the courier service used by That Computer Guy are RICA agents and will RICA the user upon delivery of the order. The person who will use the SIM is the person who will be vetted and must therefore be available to accept delivery. Under no circumstances will someone else be able to accept delivery on behalf of the user. Should the order be for business purposes an authorized representative for the business must be available to accept delivery and be vetted in his/her own capacity on behalf of the business. Clients will be required in terms of the Act to keep their physical address updated with That Computer Guy for a period of five (5) years from the date of purchase. The RICA verification for individuals younger than 18 years of age must be performed by their Legal Guardian on their behalf.

The following documentation together with legible copies thereof will be required for the RICA verification; the copies will be retained by the person delivering your RICA product:

#### **For a Natural Person:**

- Proof of Identification
- Proof of Physical Address (Home Address)

#### **For a Business:**

- Proof of Company Details
- Proof of Address

- Letter authorising selected representative to act as representative on behalf of the business
- Proof of Identity for the representative
- Proof of physical home address of company representative

The following documents are accepted for verification purposes:

**Identity Verification (Natural Persons and Company Representative):**

- Green bar-coded South African ID book
- Valid temporary ID issued by Home Affairs
- Valid South African passport
- New bar-coded ID cards
- For Non-South African citizens – Passport or valid VISA / permit

**Company Detail Verification (Businesses):**

- Company registration documents
- Tax Clearance Certificate
- SARS registration documents, or
- Any other Government issued documents containing the Company details

**Proof of Physical Address (Natural Persons, Businesses and Company Representatives):**

- Lease Agreement (not older than 12 months)
- Municipal Account (not older than 3 months)
- TV License (not older than 12 months)
- Telephone Account (not older than 3 months)
- Bank Statement (not older than 3 months)
- Retail account which is delivered to that address on a regular basis (not older than 3 months)

**LTE-Advanced**

The LTE-Advanced service is provided on the RAIN Network and is a best effort service with no minimum service levels offered. Speeds within specified coverage areas displayed on the coverage map generally range up to 50Mbps. Many factors determine the speed and quality of service which will be achieved such as but not limited to, distance, weather, interference around and within the property.

The service is a monthly billed service which will continue on a month to month basis until cancelled. Cancellations must be submitted via the Control Panel the month before the cancellation must take place e.g. Cancellation must be set in October for cancellation at the end of November. The service can be set to upgrade or downgrade at any time (before the 25th for debit order clients) but the new service will only be effective from the 1st of the following month. Unused monthly data does not carry over and will expire at the end of each month.

You are able to purchase additional data should your monthly allocation run out. This is a once off purchase which you pay for immediately. The topup data is valid for 30 days from purchase and will expire thereafter, monthly data allocation will be depleted first, thereafter topup data. E.G. You purchase 1GB of topup data on 15 September, you have until the end of the day (23:59) on 14 October to use this data, any data not depleted by 23:59 on 14 October will expire.

This service is a mobile wireless service which can be used anywhere within Rain Coverage areas. That Computer Guy will not provide Support Services with regards to coverage where the service is used outside of a Rain Coverage Area. Clients who proceed with the purchase of a Rain service and are not covered under the Rain Coverage Map at the address they intend to use the service at do so at their own risk, service is in no way guaranteed in areas not displayed on the Rain Coverage Map. The Rain SIM supplied must only be used in an approved compatible device (listed below). That Computer Guy will not provide Support Services if the SIM is used in a non-compatible device.

### **Approved Compatible Devices**

- Huawei B618
- Huawei B315
- Huawei B2338
- ZTE MF253
- ZTE MF283+
- ZTE MF286
- TP-Link MR200

The Approved Compatible Devices carry a 12 month Warranty if ordered through That Computer Guy with their SIM, device warranty claims for the Approved Compatible Devices will be handled by That Computer Guy who will deal directly with the Supplier on the clients behalf.

In line with the Consumer Protection Act, That Computer Guy has a 7 business day return policy. Units returned must be returned as shipped (i.e. same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. If the router is returned within 7 days from delivery it will be refunded or replaced with a new unit. The cost of returning the device is the responsibility of the client and will be charged to the clients account.

Your initial purchase of data will be billed prorata and you will receive prorata data. A prorata invoice will be generated on the day of purchase and debited accordingly. On the day of activation, we will allocate a prorata amount of data, because the invoice was calculated and generated on the day of purchase and not the day of delivery we will re-calculate the amount due according to the date of activation and credit the balance to the clients account.



Clients signing up before the 30th of November 2017 will receive double their monthly data every month until 30 November 2018. Upgrades/Downgrades only take effect on the 1st of the month following the request, upgrades/downgrades set in November 2017 will only take effect on 1 December 2017 and will not qualify for the Double Data Promotion as the Promotion ends on 30 November 2017. The service must be renewed monthly in order to qualify for this Promotion.

The SIM and Device will be delivered within 10 business days from the date of order, provided payment has cleared. Once delivered please allow up to 24 hours from the time the SIM Card is inserted for the data to be allocated. Please note that the SIM must be inserted into an Approved Compatible Device within 48 hours of taking delivery, failure to do so will result in the SIM being deactivated.

Please note that the purchase of the Rain LTE service is subject to RICA and you will be required to provide certain documentation on delivery of the device, the requirements will be communicated to you. Delivery of the SIM/Router is facilitated by Digital Planet on behalf of Internet Solutions and That Computer Guy. Clients will provide their RICA documents to the courier on delivery and the documents will be sent to Digital Planet and Internet Solutions, as such please be advised that your personal details will be received by the courier, Digital Planet and Internet Solutions. Your personal details will only be used for the purpose of RICA and for no other reason provided it is not required by law. Please be advised that deliveries will not take place between 21 December 2017 and 5 January 2018.

## **Cell C Fixed LTE**

Cell C Fixed LTE is a best effort service with no minimum service levels offered. Speeds will differ according to the type of connection made. Many factors determine the speed and quality of service which will be achieved such as but not limited to, distance, weather, interference around and within the property.

The service is a monthly billed service which will continue on a month to month basis until cancelled. Cancellations must be submitted via the Control Panel the month before the cancellation must take place e.g. Cancellation must be set in October for cancellation at the end of November. The service can be set to upgrade or downgrade at any time (before the 25th for debit order clients) but the new service will only be effective from the 1st of the following month. Unused monthly data does not carry over and will expire at the end of each month.

You are able to purchase additional data should your monthly allocation run out. This is a once off purchase which you pay for immediately. The topup data is valid for 30 days from purchase and will expire thereafter, monthly data allocation will be depleted first, thereafter topup data. E.G. You purchase 1GB of topup data on 15 September, you have until the end of the day (23:59) on 14 October to use this data, any data not depleted by 23:59 on 14 October will expire.

This service is a mobile wireless service which can be used anywhere within Cell C LTE Coverage areas. That Computer Guy will not provide Support Services when the service is used outside of a Cell C LTE Coverage Area. Clients who proceed with the purchase of a Cell C LTE Data service and are not covered under the Cell C LTE Coverage Map at the address they intend to use the service at do so at their own risk, service is in no way guaranteed in areas not displayed on the Cell C LTE Coverage Map.

### **You can use any LTE compatible device but we recommend these devices**

- Huawei B618
- Huawei B315

The Recommended LTE Devices carry a 12 month Warranty if ordered through That Computer Guy with their SIM, device warranty claims for the Recommended LTE Devices will be handled by That Computer Guy who will deal directly with the Supplier on the clients behalf.

In line with the Consumer Protection Act, That Computer Guy has a 7 business day return policy. Units returned must be returned as shipped (i.e. same cosmetic condition and all shipped packaging, parts and accessories included) to be eligible for refund or exchange. If the router is returned within 7 days from delivery it will be refunded or replaced with a new unit. The cost of returning the device is the responsibility of the client and will be charged to the clients account.

Your initial purchase of data will be billed prorata and you will receive prorata data. The only payment methods that will be accepted for this service are Credit Card and Debit Order, please note that any other services already on the Profile which the purchase is being made on will automatically update to the chosen payment method (Debit Order/Credit Card). A prorata invoice will be generated on the day of purchase and debited accordingly. On the day of activation, we will allocate a prorata amount of data, because the invoice was calculated and generated on the day of purchase and not the day of delivery we will re-calculate the amount due according to the date of activation and credit the balance to the clients account.

The SIM and Device will be delivered within 10 business days from the date of order, provided payment has cleared. Once delivered please allow up to 24 hours from the time the SIM Card is inserted into an LTE compatible device for the data to be allocated. Please note that the SIM must be inserted into a Compatible Device within 48 hours of taking delivery, failure to do so will result in the SIM being deactivated.

**IMPORTANT:** Please note that Digital Planet will make a maximum of 3 attempts to contact you on the number provided to Verify your delivery address, if they cannot make contact your order will be cancelled. This also applies to the delivery of your Device/SIM, the couriers will make a maximum of 3 attempts to deliver your order, if they are unsuccessful your order will be cancelled.

The purchase of the Cell C LTE service is subject to RICA and you will be required to provide certain documentation when signing up as well as on delivery of the device/SIM, the requirements will be communicated to you. Delivery of the SIM/Router is facilitated by Digital Planet on behalf of Internet Solutions and That Computer Guy. Clients will provide their RICA documents to the courier on delivery and the documents will be sent to Digital Planet, as such please be advised that your personal details will be received by the courier, Digital Planet and Internet Solutions. Your personal details will only be used for the purpose of RICA and for no other reason provided it is not required by law.

RICA Requirements are explained in detail in the sections above.

## **Voice**

THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

### **Voice**

Voice over IP is an alternative means of making and receiving phone calls via a VoIP device (handset) or Application. VoIP calls are terminated by making use of an internet connection. The VoIP service sold by That Computer Guy is a standalone service and does not include, the hardware, the physical internet connection or data required to use the service. The service can be used anywhere in South Africa and is not limited by geo-location. The quality of the calls made and received using the VoIP service will be determined by the internet connection being used.

Please refer to the table below which sets out the call termination rates. Voicemails received on your allocated number will be emailed to the provided email address.

The billing and call time for a new service purchased is Prorated. The service is a monthly billed service which will continue on a month to month basis until cancelled. Call time not depleted within the month of purchase will rollover to the following month for a maximum of 3 months before falling away.

### **Rollover Explained**

As your call time is exhausted the unused call time from the oldest months accumulated call time will be made available. In order to use your rollover you must first deplete your monthly call time (allocated on the 1st of every month), once the

monthly allocation is depleted your rollover call time will automatically become available.

### **EXAMPLE**

You have not used up all your call time for June, July and August. In September you run out of call time, we will automatically allocate the unused call time from June to your service first. If you deplete this call time too, we will automatically allocate the unused call time from July and if you deplete this, we will automatically allocate the unused call time from August. If you reach the end of September and you only needed to use your rollover call time from June and July, the unused credits from August will be available to use in October. Rollover of Data is only applicable to services which are paid up to date and are renewed monthly. If your debit order or credit card payment fails for any reason all call time that has accumulated will fall away and will not be re-allocated on payment for the service. Should you cancel your service any accumulated call time will fall away.

Clients are able to purchase once off additional call time during the course of a month, this unused call time will rollover as the monthly call time does. Once your available call time has been exhausted you will not be able to make any outgoing calls until additional call time has been purchased. Clients are able to view their available Call Time balance in the Control Panel as well as via our Mobile App. Updating of additional call time, balances and service changes can be delayed by up to 15 minutes.

New purchases are subject to payment clearance as well as RICA. Call Time will only be available once payment has cleared and the RICA verification has been completed. Failure to pay for your service will result in the suspension of the service until payment in full has been received, you will not be able to make or receive any calls while the service is suspended. Should your debit order or credit card payment fail your service will be suspended immediately and only reactivated once payment has been received.

Cancellation of this service can be requested via the Client Control Panel before the 25th of each month. Once cancelled your allocated number will no longer be available and cannot be reactivated once cancelled.

Itemized billing can be downloaded via the Control Panel at any time. Calls made from an That Computer Guy VoIP number to another That Computer Guy VoIP number are zero rated - free of charge. Per second billing applies once the minimum call rate of R0.34 (incl vat) has been reached, please note that not all calls are subject to a minimum call rate, please refer to the rate sheet via the link below.

[View the Rate Sheet.](#)

That Computer Guy assumes no liability for the functionality and performance of any third party software that is used to terminate this service.

## **VoIP - Porting**

Clients are able to port their existing residential Telkom or Neotel numbers to That Computer Guy. Supporting documents such as but not limited to ID Copy, Proof of payment for current account with the Operator you are porting away from as well as the latest invoice will need to be uploaded on signup. Numbers ported to That Computer Guy with a DSL line service on will be allocated a new telephone number once porting has taken place as you require a telephone service in order to have a DSL Line. Once porting has taken place for either a stand-alone telephone line or a telephone line with DSL on the client will have to contact the provider to cancel their unwanted services with them, That Computer Guy will not automatically do this. Please note that there is a possibility of up to 24 hours of downtime during the porting process. The porting of numbers takes approximately 14 days to be completed from application to porting.

## **VoIP – RICA**

By accepting the Terms and Conditions for RICA you undertake to inform any persons that the purchase is intended for of the Terms and Conditions herein and their responsibilities in terms of the RICA Act.

All VoIP services are subject to RICA verification, as stipulated by law (Regulation of Interception of Communication Act of 2008). Clients are required to produce a legible copy of their valid Identity Document or Passport and proof of residential address. Non-South African citizens may submit a copy of their valid Passport. Verification documents must contain photo identification and must be a barcoded form of identification. Failure to produce the required aforementioned information will result in the product not being activated, regardless of any amounts billed.

Provisioning of the product will not take place if the required documentation is not produced and successfully verified. RICA verification must be done in person, for each new purchase regardless of whether the person/s has been RICA' d previously. The drivers of the courier service used by That Computer Guy are RICA agents and will RICA the user upon collection of the required documentation. The person who will use the VoIP service is the person who will be vetted and must therefore be available when the documents are collected. Under no circumstances will someone else be able to hand over the documents of the user. Should the order be for business purposes an authorized representative for the business must be available for the collection of documents and be vetted in his/her own capacity on behalf of the business. Clients will be required in terms of the Act to keep their physical address updated with That Computer Guy for a period of five (5) years from the date of purchase. The RICA verification for individuals younger than 18 years of age must be performed by their Legal Guardian on their behalf.

The following documentation together with legible copies thereof will be required for the RICA verification:

**For a Natural Person:**

- Proof of Identification
- Proof of Physical Address (Home Address)

**For a Business:**

- Proof of Company Details
- Proof of Address
- Letter authorising selected representative to act as representative on behalf of the business
- Proof of Identity for the representative
- Proof of physical home address of company representative

The following documents are accepted for verification purposes:

**Identity Verification (Natural Persons and Company Representative):**

- Green bar-coded South African ID book
- Valid temporary ID issued by Home Affairs
- Valid South African passport
- New bar-coded ID cards
- For Non-South African citizens – Passport or valid VISA / permit

**Company Detail Verification (Businesses):**

- Company registration documents
- Tax Clearance Certificate
- SARS registration documents, or
- Any other Government issued documents containing the Company details

**Proof of Physical Address (Natural Persons, Businesses and Company Representatives):**

- Lease Agreement (not older than 12 months)
- Municipal Account (not older than 3 months)
- TV License (not older than 12 months)
- Telephone Account (not older than 3 months)
- Bank Statement (not older than 3 months)
- Retail account which is delivered to that address on a regular basis (not older than 3 months)

## Hosting

The That Computer Guy Hosting environment is offered without uptime guarantees, unless specifically stated. Local Hosting refers to the physical location, and not the IP traffic and/or network routing. This means that the hosting servers are physically located within the boundaries of South Africa. International Hosting refers to servers physically hosted outside the boundaries of South Africa.

Neither That Computer Guy, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that That Computer Guy' Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the That Computer Guy Server service, unless otherwise expressly stated in this Agreement.

That Computer Guy expressly limits its damages to the Client for any non-accessibility time or other down time during the system unavailability. That Computer Guy specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

That Computer Guy is not responsible if an external company network and firewall is setup to block access to services That Computer Guy provides. If a client's network is setup to block certain ports or web addresses that compromise the services That Computer Guy provides it is the client's responsibility to ensure that their network configurations are changed as necessary. That Computer Guy endeavours to keep a 5 day backup of the domain, the backup is of the last 5 days content only. It is advised that an off-site back up is kept up to date by the client as the That Computer Guy backup cannot be guaranteed.

On application and payment for the transfer of a hosting a service the domain space is reserved on our hosting server. It is the client's responsibility to ensure that the transfer request from That Computer Guy is accepted and to advise That Computer Guy of any delays. The client will be billed for the reserved hosting space regardless of the domain being transferred or not unless cancelled.

That Computer Guy may at times, revise or amend its current **Unlimited Web Traffic** offerings relating to traffic allocations and disk sizes.

The Acceptable Use Policy can be found [here](#).  
By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP.

## Cloud Hosting

That Computer Guy deploys all new Cloud Servers with VMTools and Veloxum Agent pre-loaded. VMTools and Veloxum Agent are integral to the smooth running of virtual servers, including managing resources and smooth and safe rebooting. VMTools and Veloxum Agent must be running at all times, as this will severely affect the performance of the server, and efficiency of the core controllers i.e. affecting other client's virtual servers.

That Computer Guy strictly forbids the creation of nested VM's, or virtual instances within a virtual server. This severely degrades overall performance and will be treated as a violation of our Terms & Conditions (contrary to the intended use of the product).

That Computer Guy may also, at its discretion, restrict servers to 200 IOPS (Input Output Operations Per Second) where a client's use of available virtual resources is negatively affecting the overall environment. That Computer Guy reserves the right to suggest suitable alternatives to the client and / or charge for excessive traffic as it deems necessary, at its sole discretion.

Cloud Hosting services are fully managed by the client and That Computer Guy does not offer any additional support on these services. All changes, backups, additions, updates, monitoring and maintenance are the responsibility of the client who purchased the cloud hosting service.

The Acceptable Use Policy can be found [here](#).  
By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP.

## ZACR Registrant Agreement

### 1. Definitions

1.1. "Administration Sites" means the Registry's official administration website/s including, but not limited to [www.registry.net.za](http://www.registry.net.za) and the Registrars official administration website/s including, but not limited to [www.That Computer Guy.co.za](http://www.That Computer Guy.co.za).

1.2. "Agreement" means the Application read together with these terms and conditions.

1.3. "Applicant" means the party making application for the delegation or update of the Domain Name in terms of this Agreement, and who will be identified as the Registrant on the Application.



1.4. "Application" means the application for the delegation or update of the Domain Name submitted by, or on behalf of, the Applicant and to which these terms and conditions apply.

1.5. "Registry" means ZA Central Registry NPC, a company registered in accordance with the laws of South Africa with registration number 1988/004299/08, its successors or permitted assigns.

1.6. "Domain Name" means the domain name in the Namespace, designated by the Applicant in the Application, and governed by the Agreement.

1.7. "Namespace" means the .za domain namespace of the Internet.

1.8. "Personal Information" means information relating to an identifiable, living, natural person.

1.9. "Registrar" means That Computer Guy PTY (LTD).

1.10. "Published Policies" means those specifications and policies established and published by the Registry from time-to-time relating to the administration of the Namespace, and includes the Launch Policy, Sunrise Dispute Resolution Policy, and Auction Policy. The published policies can be found on the Administration Sites.

## **2. Applicability**

2.1. The Registry is responsible for delegating domain names in the .za domain / gTLD namespace of the Internet.

2.2. These terms and conditions apply to all the .za domain / gTLD domain names.

2.3. The Applicant also agrees to be bound by the Published Policies.

## **3. Fees**

3.1. Payment for any fees due is strictly in advance of registration/renewal, payable by debit order or credit card.

3.2. Should the Applicant fail to pay any of the fees contemplated in this clause 3 within the periods stated herein, the Registrar may, without derogating from any other right which it may have in terms of this Agreement or otherwise, and without notice, withdraw the Domain Name delegation.

3.3. Under no circumstances whatsoever will the Registry or Registrar be obliged to refund any fees paid by the Applicant in terms of this clause 3.

**4. Rights to Domain Name** 4.1. The Registry or the Registrar will under no circumstances whatsoever be obliged to determine the right of the Applicant to the Domain Name. Domain names are delegated on a "first-come-first served" basis (unless the Application is made as part of the Namespace launch phase) and the delegation of the Domain Name by the Registry will in no way constitute any indication or warranty of the Applicant's right to utilise such name.

4.2. The Registry and Registrar give no warranties of any nature whatsoever with regard to the Domain Name, the registration or use thereof and hereby disclaim all such warranties, whether express or implied.

4.3. Under no circumstances whatsoever will the Registry or Registrar be obliged to act as an arbiter of disputes arising out of the registration and use of the Domain Name.

4.4. Should a third party (the "Complainant"), in contemplation of legal action against the Applicant in court or as described in clause 4.5, present the Registry or Registrar with prima facie evidence that indicates that the Domain Name violates the rights of the Complainant, then the Registry will be entitled to provide the Complainant with the Applicant's name and contact particulars. All further communication will exclude the Registry and the Registrar, and who will have no further obligations to the Applicant or complainant.

4.5. The Applicant accepts the jurisdiction of any dispute resolution mechanism established in respect of the Namespace by the Registry, ICANN or by applicable law, as the case may be, in disputes relating to the Domain Name, including the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Uniform Rapid Suspension ("URS"), and agrees to be bound by any decision that may result.

## **5. The Applicant's Warranties & Indemnity**

5.1. The Applicant hereby irrevocably represents, warrants and agrees that:

5.1.1. the information provided in the Application is accurate and complete, and that it will keep such information up to date at all times;

5.1.2. it has the right without restriction to use and register the Domain Name;

5.1.3. to the best of its knowledge and belief the registration of the Domain Name or its use does not and will not directly or indirectly infringe any legal right of any third party in any jurisdiction, including with respect to trade mark, service mark, trade name, company name, close corporation name, copyright or any other intellectual property right;

5.1.4. will not use the Domain Name for any unlawful purpose whatsoever, including, without limitation, distributing malware, abusively operating botnets, defamation, unfair competition, passing off, phishing, piracy, counterfeiting, fraudulent or

deceptive practices or generally for the purpose of confusing or misleading any person;

5.1.5. at the time of the initial submission of the Application, and at all material times thereafter, it must have an operational name service from at least two operational name servers for the Domain Name. Each server is and will continue to be fully connected to the Internet and capable of receiving queries relating to the Domain Name and responding thereto; and

5.1.6. it has selected the Domain Name without any input, influence or assistance from the Registry and/or Registrar.

5.2. Pursuant to the above warranties, the Applicant hereby agrees that it will defend, indemnify and hold harmless the Registrar and the Registry, their directors, officers, members, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the use or registration of the Domain Name, including reasonable attorneys' fees on an attorney and own client basis. Such claims will include, without limitation, those based upon trade mark infringement, copyright infringement, dilution, unfair competition, passing off, defamation or injury to reputation. The Registrar agrees to give the Applicant written notice of any such claim, action or demand within reasonable time of becoming aware thereof. The Applicant agrees that the Registry and /or the Registrar will be defended by attorneys of their own respective choices at the Applicant's expense, and that the Applicant will advance the costs incurred in such litigation, to the respective parties on demand from time to time.

## **6. Withdrawals and Transfers**

6.1. The Applicant agrees that the Registry or Registrar will have the right to withdraw the Domain Name delegation, suspend operation of the Domain Name, or transfer the Domain Name (as the case may be):

6.1.1. in the circumstances contemplated in clause 3;

6.1.2. should the Applicant breach any warranty given under clause 5.1;

6.1.3. if the Applicant withdraws its consent for processing of Personal Information described in clause 7;

6.1.4. should the Applicant breach any other provision of this Agreement, and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the Registrar calling upon it to do so;

6.1.5. in order to correct mistakes by Registrar or the Registry in registering the Domain Name pursuant to the Published Policies or ICANN policy applicable to the Registrar;

6.1.6. on receipt of an order by any competent court having jurisdiction; or

6.1.7. on receipt of a decision by a dispute resolution provider appointed in terms of an official domain name Dispute Resolution Procedure introduced by law, or adopted and published by the Registry or ICANN (if applicable).

6.2. In the event that the Registrar's accreditation is withdrawn by the Registry, the Registry may initiate a forced transfer of the Domain Name to another registrar.

## **7. Personal Information**

7.1. Personal Information provided by the Applicant to the Registrar will be used in a manner generally accepted in the domain name industry, and in particular for the following purposes:

7.1.1. use of Personal Information by the Registrar and Registry in providing the registrar and registry services respectively and in particular providing a public WHOIS facility which may include the Personal Information;

7.1.2. inclusion of Personal Information in escrow deposits by the Registrar and Registry held by third parties located both inside and outside of the respective countries in which they provide the services;

7.1.3. transfer of Personal Information to the Registry's affiliates and service providers for the purposes of providing registry services wherever in the world such parties may be located;

7.1.4. transfer of Personal Information to a third party replacing the Registry in providing the registry function in terms of the registry agreement between ICANN and the Registry, wherever in the world such third party may be located.

7.2. In processing the Personal Information as set out in clause 7.1 the Registrar and Registry may transfer such Personal Information to the parties described therein. If the Registrar is a reseller of registrar services, then the Personal Information will also be transmitted to the sponsoring registrar.

7.3. THE APPLICANT CONSENTS TO THE PROCESSING OF PERSONAL INFORMATION AS DESCRIBED IN CLAUSES 7.1 AND 7.2. AND ACKNOWLEDGES THAT REGISTRATION, TRANSFER OR RENEWAL OF THE DOMAIN NAME IS DEPENDENT ON SUCH CONSENT.

7.4. Provision of the Domain Name is dependent on the Applicant's consent, and the Domain Name may be suspended or withdrawn if the Applicant withdraws such consent.

## **8. Exemption and Indemnity of the Registry**

8.1. THE REGISTRY ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. THE APPLICANT WILL INDEMNIFY, DEFEND, AND HOLD THE REGISTRY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND

EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES)  
RELATING TO OR ARISING OUT OF TO THE APPLICANT'S DOMAIN NAME  
REGISTRATION.

## **9. General**

9.1. For adjudication of any legal disputes between the Applicant and the Registry, the Applicant hereby consents to the jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria).

9.2. The Agreement will be construed and interpreted in accordance with the law of the Republic of South Africa.

9.3. The Applicant acknowledges that the Registry may oblige the Registrar to make changes to or supplement the Agreement or parts of the Agreement ("amendments") if these amendments are reasonably necessary for the administration of the Namespace. These amendments will be published on the Administration Sites from time to time.

9.4. The Applicant accepts that it is incumbent on it to monitor such changes and it hereby agrees that should it fail to notify the Registrar of the Applicant's wish not to be bound by such amendments within 30 (thirty) days of such amendment being published, it will conclusively be deemed to have acceded and agreed to the amendments thus published.

9.5. To the extent that the Registry is granted rights, the relevant provisions of this Agreement will constitute an agreement for the benefit of a third party (stipulatio alteri) in the Registry's favour. Where the Registry has lawfully assigned its rights and duties under its Registry-Registrar Agreement with the Registrar, the assignee will be the beneficiary under this clause.

9.6. In the event that any of these terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

## **Domain Registrations**

That Computer Guy has not and does not conduct pre-registration searches in respect of the client's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name client/client about possible conflicting third party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights. Domain Names are registered by the respective Registrars on a first come first served basis we are therefore unable to guarantee that the domain name applied for will be available when the instruction is sent to the Registrar. Domain registrations are billed on an

annual basis two (2) months in advance e.g. if the original registration date was on the 15th of March 2013 you will be billed your annual registration fee on the 1st of January 2014.

The client acknowledges that the use or registration of the Domain Name by the client must not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right, and that the client has the right to use the Domain Name.

That Computer Guy cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, the client acknowledges that That Computer Guy may be presented with evidence that a Domain Name registered by its client violates the rights of a third party. In such instance That Computer Guy shall be allowed to provide a complainant with the client's name and address and all further communication will exclude That Computer Guy and That Computer Guy will have no further obligations to the client. In such instances the client shall be entitled to continue using the Domain Name registered by That Computer Guy until a court or other body with jurisdiction directs otherwise.

That Computer Guy will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the client's selected domain names/s OR ANY ACTION TAKEN BY THAT COMPUTER GUY IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The client hereby indemnifies That Computer Guy against any loss whatsoever arising from any dispute or claim or other action occasioned by the client's use and registration of its selected Domain Name, even if That Computer Guy has been advised of the possibility of such damages. That Computer Guy will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Failure to pay the annual renewal fee or failing to respond to a renewal notification from That Computer Guy will result in the domain name being deleted which will result in the domain becoming available to the public to register. Additional fees may apply to redeem a domain which has entered the deletion process.

Please note: **The free .co.za domain registration** is only applicable if you select a domain with a Linux or Windows shared hosting package. This offer does not apply to our parked domain or self managed hosting packages. After 10 months, you will be billed for the annual renewal of your domain, should you decide to retain the

domain. Should you wish to cancel or transfer your domain away from That Computer Guy during the first 10 months of service, you will be invoiced for the registration originally covered by That Computer Guy, the cancellation/transfer will only take place once this invoice has been paid.

Also note that the registration email address will be `hostingadmin@thatcomputerguy.co.za` for the first billing period, where after it will automatically update to the email address from your profile on renewal.

# AUP

## General Notice

Thank you for reading That Computer Guy's Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to clients and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our client services/legal department at 074 102 0432.

That Computer Guy respects the rights of our clients and users of our services to freedom of speech and expression; access to information; privacy; human dignity; 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 affect the integrity of our network.

## ISPA membership and Code of Conduct

That Computer Guy confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, That Computer Guy is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at [www.ispa.org.za/code](http://www.ispa.org.za/code)

## Unlawful Use

That Computer Guy's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.



## **This includes:**

1. Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover That Computer Guy cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by That Computer Guy's network, or otherwise available through access to our network, whether for commercial or noncommercial purposes.
4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with That Computer Guy on behalf of another subscriber without their consent.
6. Any violation of the exchange control laws of the Republic.
7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.
8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, That Computer Guy will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using That Computer Guy's resources, including the provisioning of all personal identifiable data.

## **Prohibited Activities**

The following sections outline activities that are considered an unacceptable use of Company's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

## **Threats to Network Security**

Any activity which threatens the functioning, security and/or integrity of That Computer Guy's network is unacceptable.

**This includes:**

1. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by That Computer Guy for this goal;
2. Any effort to use That Computer Guy's equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
4. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
5. Any activity which threatens to disrupt the service offered by That Computer Guy through "denial of service attacks", flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;
6. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
7. Any unauthorised monitoring of data or traffic on the network without That Computer Guy's explicit, written consent.
8. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

**Public Space & Third Party Content & sites**

In reading this AUP or in signing a service contract with That Computer Guy, you acknowledge that That Computer Guy has no power to control the content of the information passing over the Internet and its applications, including e-mail; chatrooms; news groups; or other similar fora, and that That Computer Guy cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services also offer access to numerous third party webpages. You acknowledge that we exercise absolutely no control over such third party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the That Computer Guy network websites and web pages or sites displayed as search results or contained within a directory of links on the That Computer Guy network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

That Computer Guy employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

## **Usenet Newsgroups**

The client is responsible for determining and familiarizing himself or herself with the written policies of a given newsgroup before posting to it.

The client must comply with these guidelines at all times which can be obtained from other users of the newsgroup upon request, or from the group's administrators/moderators.

The following are prohibited practices with regard to Usenet newsgroups and That Computer Guy reserves the right to delete and/or cancel posts which violate the following conditions:

1. Excessive cross-posting of the same article to multiple newsgroups.
2. Posting of irrelevant or off-topic material to newsgroups (also known as USENET spam).
3. Posting binaries to a non-binary newsgroup.
4. Posting adverts, solicitations, or any other commercial messages unless the guidelines of the newsgroup in question explicitly permit them.

That Computer Guy does not monitor nor control the content that is available or unavailable via newsgroup and/or usenet services. The services offered by That Computer Guy in respect to usenet services is merely a convenience to That Computer Guy clients to make the use of the service more convenient. That Computer Guy accepts no liability and has no control over the content that may or may not be available, including, but not limited to, pornography, illegally obtained movies, applications and music.

## **Unsolicited, Spam and Junk mail**

Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. That Computer Guy will take swift and firm action against any user engaging in any of the following unacceptable practices:

1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
2. Operating or maintaining mailing lists without the express permission of all recipients listed;
3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;

4. Using That Computer Guy's service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
5. Including That Computer Guy's name in the header or by listing an IP address that belongs to That Computer Guy in any unsolicited email sent through That Computer Guy's network or not;
6. Failure to secure a client's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed. That Computer Guy reserves the right to examine users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the user. That Computer Guy also reserves the right to examine the mail servers of any users using That Computer Guy's mail servers for "smarthosting" (when the user relays its mail via a That Computer Guy mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with That Computer Guy's privacy policy.

## **Free Email Account**

That Computer Guy provides up to 5 free email addresses per profile/client. The email address is provided free of charge and will remain active even in the event of the client cancelling their services. The email account must send or download an email at least once within a 6 month period, failing this the email address will be deleted and become available to other users. This service is strictly available for individuals personal use and must in no way be used for business purposes. Should you require an email address for business purposes please have a look at our [Hosting Services](#). Please ensure that you familiarize yourself with the Spam/Virus Filtering and Webmail sections here-under should you choose to make use of this service.

## **Spam/Virus Filtering**

That Computer Guy provides a spam and virus filtering system to protect clients from unsolicited mail and viruses. The client acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the client. The client acknowledges and agrees that That Computer Guy shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

## **Webmail**

Webmail and other web based email services made available by That Computer Guy are provided on an "as is" basis without representations, warranties or conditions of any kind, and the client acknowledges and agrees that That Computer Guy shall have no responsibility for, or liability in respect of, any aspect of the Webmail

services, including without limitation for any lost or damaged data or any acts or omissions of That Computer Guy. As webmail storage space is limited, some Webmail messages may not be processed due to space constraints or message limitations.

Webmail is provided to individuals and for personal use only. Any unauthorised commercial use of the Webmail service, or resale of the Webmail service is expressly prohibited.

## **Uncapped Services**

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using all Uncapped services and as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available.

### **Home Uncapped / Premium Uncapped**

Home Uncapped services are best suited for average home users who make little to no use of high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to). Home Uncapped services are proactively managed by the That Computer Guy Protocol Manager.

Premium Uncapped services are better suited to more advanced users, and are managed proactively by the That Computer Guy Protocol Manager.

### **Premium Uncapped (DSL and Fibre) - That Computer Guy Protocol Manager**

The That Computer Guy Protocol Manager is used to provide all uncapped users on our network with the best possible internet experience. During peak network times, we give priority to real time services (such as browsing, email, streaming etc), high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to) will receive less priority.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes will be managed by the That Computer Guy Protocol Manager. The That Computer Guy Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. We reserve the right to use the That Computer Guy Protocol Manager to manage the integrity of our network should network capacity not be available at any time, we assure our clients that we will do this in a responsible manner should the need arise. Any user that is found attempting to bypass or circumvent the That Computer Guy Protocol Manager will be suspended and could have their service cancelled.

### Home Uncapped (DSL and Fibre) – That Computer Guy Protocol Manager

Home Uncapped services are managed according to the last 7 days usage projected to 30 days as well as the available capacity on the network at all times.

There are predefined thresholds set and when exceeded the account speed will be managed down to a maximum of 50% of the account speed. Should the demand on the network exceed available capacity these thresholds may be managed more aggressively by the That Computer Guy Protocol Manager and differ to the table below.

The thresholds per account speed are:

Speed	Threshold
1Mbps	20GB
2Mbps	40GB
4Mbps	80GB
5Mbps	80GB
8Mbps	100GB
10Mbps	120GB
20Mbps	200GB
40Mbps	250GB
50Mbps	250GB
100Mbps	300GB
200Mbps	400GB
1000Mbps	1000GB

Any user that is found attempting to bypass or circumvent the That Computer Guy Protocol Manager will be suspended and could have their service cancelled.

### **Premium Plus Uncapped (DSL and Fibre)**

Please note that on 27 September 2017 the Business Uncapped Service had a name change to Premium Plus Uncapped, the Terms and AUP were un-affected by this name change.

This is an uncapped service that is prioritised for Business Users based on available network capacity where high priority is required for typical business protocols.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes or non-typical business protocols (such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents) will be managed by the That Computer Guy Protocol Manager. The That Computer Guy Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. That Computer Guy reserves the right, to at its discretion manage non typical business protocols such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents and/or rate limit service speed.

We reserve the right to use the That Computer Guy Protocol Manager to manage services in order to protect the integrity of our network according to the available network capacity, we assure our clients that we will do this in a responsible manner should the need arise.

Any user that is found attempting to bypass or circumvent the That Computer Guy Protocol Manager will be suspended and could have their service cancelled.

## **Hosting**

That Computer Guy offers unlimited bandwidth (web traffic) usage on Shared Hosting platforms. However, this is subject to reasonable and responsible usage, as determined at That Computer Guy' discretion. Shared Hosting is designed for serving personal hosting requirements or that of small enterprises, and not medium to large enterprises. That Computer Guy reserves the right to move Clients deemed to have excessive bandwidth usage to a Cloud product, which will better suit their requirements. Clients will be given notice as such, and will be informed of any cost implications.

Disk Space on Shared Hosting may only be used for Website Content, Emails and related System Files. General data storage, archiving or file sharing of documents, files or media not directly related to the website content is strictly prohibited. Unauthorised storage or distribution of copyrighted materials is prohibited, via FTP hosts or any other means.

For Shared Hosting, That Computer Guy will implement security updates, software patches and other updates or upgrades from time to time, to maintain the best performance, at their sole discretion. That Computer Guy is under no obligation to effect such upgrades, or to rectify any impact such changes could potentially have to Shared Hosting Clients.

That Computer Guy will not be liable or responsible for the backing up, restoration or loss of data under any circumstances. Clients are solely responsible for ensuring their data is regularly backed up and for restoring such backups in the event of data loss or corruption.

### **That Computer Guy prohibits Clients from doing the following on hosting platforms administered by That Computer Guy:**

- Running applications that are not production-ready. Any applications on the hosting platform must be optimized with respect to memory usage and must have appropriate data indexing.
- Running applications with inadequate security controls.
- Generating significant side-channel traffic from an application, whether by design or otherwise. Databases should be stored locally, and remote content should be cached.
- Failure to maintain proper "housekeeping" on a shared server including storing or generating useless content, including comment spam, unused cache files, log file and database entries.
- Storing malicious content, such as malware or links to malware.
- Monopolizing server resources, including CPU time, memory, network and disk bandwidth.
- Maintaining long-running processes and long-running database queries.
- Storing or running back-door shells, mass mailing scripts, proxy servers, web spiders, phishing content, or peer-to-peer software.
- Sending bulk mail of any form, particularly mail that cannot be efficiently delivered due to volume or incorrect addresses.
- Using poor passwords.
- Sharing security credentials with untrusted parties.
- Running Torrents for download or Seed Servers.
- Running TOR (or other Online Anonymity Services).
- Otherwise circumventing the Acceptable Use Policy or intended use of the product.

## **Protection of Minors**

That Computer Guy prohibits clients from using That Computer Guy's service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

## **Privacy and Confidentiality**



That Computer Guy respects the privacy and confidentiality of our clients and users of our service. Please review our [privacy policy](#) which details how we collect and use personal information gathered in the course of operating this service.

## **User Responsibilities**

Clients are responsible for any misuse of Company's services that occurs through the client's account. It is the client's responsibility to ensure that unauthorised persons do not gain access to or misuse That Computer Guy's service.

That Computer Guy urges clients not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the client and That Computer Guy cannot be held liable for the client being placed on any bulk mailing lists as a result.

Where the client has authorised a minor to use any of the That Computer Guy's services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

That Computer Guy cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the That Computer Guy network. Further, That Computer Guy assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the client's.

## **Notice and Take-down Procedures**

That Computer Guy confirms that it has a procedure in place for the notice and take-down of illegal material. In compliance with section 77 of the Electronic Communications and Transactions Act (No. 25 of 2002) That Computer Guy's designated agent for this process can be reached at (010) 500 1200 or at: [complaints@ispa.org.za](mailto:complaints@ispa.org.za), P.O.Box 512 Noordwyk 1687. The notice and take-down procedure can be viewed at [www.ispa.org.za/code](http://www.ispa.org.za/code).

Clients are also notified of the content and procedures of the ISPA Code of Conduct ([www.ispa.org.za/code](http://www.ispa.org.za/code)) which may be used against any Internet service provider who fails to comply with the code of conduct. We urge you to familiarise yourselves with this code.

## **Complaints and procedures**

It is the client's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this AUP to That Computer Guy's designated complaints handling agent.

Please note that That Computer Guy cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates, or are outside of our control.

In order for That Computer Guy to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via fax or e-mail and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;
- any contact details for the source of the complaint;
- A brief explanation why the incident is considered to be an offence.

That Computer Guy discourages anonymous complaints being made via this service, and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

## **Action following breach of the AUP**

Upon receipt of a complaint, or having become aware of an incident, That Computer Guy may take any of the following steps:

- In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to deal address the incident in terms of this AUP and the ISPA Code of Conduct;
- In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
- In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
- In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
- Institute civil or criminal proceedings;
- Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies

## **Reservation and Non Waiver of Rights**

That Computer Guy reserves the right to amend or alter this policy at any time, and without notice to you.

That Computer Guy reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

That Computer Guy reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.

That Computer Guy reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.

That Computer Guy reserves the right to suspend, revoke or cancel That Computer Guy's services to the client/user if the safety and integrity of That Computer Guy's resources are placed at risk in continuing to provide service to the subscriber/user.

That Computer Guy reserves the right to remove any information or materials in whole or in part, that, in That Computer Guy's sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

That Computer Guy does not undertake to guarantee the security of any data passing through its networks. Although That Computer Guy will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and That Computer Guy cannot be held liable for any loss or damage arising as result of the failure to do so.

That Computer Guy does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should That Computer Guy fail, neglect or elect not to enforce a breach of the AUP at any time.

# Acceptance of Terms

**I accept and understand that:**

The service will be subject to:

- a. Provisions of the Electronic Communications Act No 36 of 2005 ("the ECA"). Telkom's Public Switched Telecommunications Service License Conditions, SAIX & MTN Conditions of Service as amended from time to time. (A copy of these conditions is available from Telkom, SAIX & MTN).
- b. I will rent the service for the contract term as indicated in this order. Cancellation via control panel is the accepted cancellation method.
- c. Should I/we fail to pay my/our account I/we shall be liable for any resultant collection, tracing and/or legal fees.
- d. That Computer Guy will be entitled to verify the information contained on the client's order form and generally make enquiries it deems necessary. That Computer Guy will also be entitled to furnish any information regarding the client's account with That Computer Guy and his compliance with these conditions to any credit bureau / Bank.
- e. I/we hereby indemnify That Computer Guy against any damage, loss, claims or cost that may result from the work being done in connection with the connection and / or removal of the service.
- f. The ADSL service is sold as a best effort service and does not provide any guaranteed throughput to the world wide web.

All links provided here-in where you are directed to a different page or site remain part of these Terms & Conditions, by accepting these Terms & Conditions you are accepting the Terms and/or Policies represented on these pages.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_