

Terms of Service

Detailed description of goods and/or services

The Online Personal Computer Shop (herein referred to as "Pconnect") is an Internet service provider that markets Internet access and web development services.

Delivery policy

Subject to availability and receipt of payment, requests will be confirmed within 2 working days and delivery confirmed telephonically or via e-mail.

Liability

By agreeing to use our services you agree to our standard terms and conditions.

Return and Refunds policy

The provision of goods and services by Pconnect is subject to availability. In cases of unavailability, Pconnect will refund the client in full within 30 days. Cancellation of credit card orders by the client will attract a 5% administration fee. Pconnect provides a full 30 day money back guarantee on all services. All goods such as hardware and software remains the property of Pconnect until paid in full.

Pconnect offers an R 750.00 rebate for all equipment less than 1 years old. The rebate is paid out for complete working installation kits delivered to our offices, in Vryheid, by the client. Should we need to collect the kit from the client's premises, a travel charge of R 6.57/km will be deducted from the rebate amount before payment is made.

Wireless Equipment Guarantee

- Upon activation and installation of wireless equipment, we offer up to 12 months guarantee on all equipment with the exception of any physical negligence done to the equipment.
- Following the 12 months period, the equipment, which was purchased upon installation, becomes the property of the client and therefore the responsibility of the client.
- All changes / improvements / repairs to the equipment are for the client's account unless the damage / fault is as a result of the company's negligence.
- The high site equipment is always the responsibility and property of the company and the client will never be held responsible for any changes / repairs needed on the high site.
- It is standard policy for clients to be pre-advised of any potential costs in either the form of a formal quote, when the exact fault is known, or an estimate, when an onsite evaluation is required.

Acceptable use policy

Pconnect's Internet access services are governed by our Acceptable Use Policy (AUP). Our AUP policy states that none of services may be utilized in any way to generate SPAM (UCE - Unsolicited Commercial E-Mail). Use of your e-mail account to send unsolicited bulk (UBE) or commercial messages (UCE) is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. We currently do not allow P2P on our network.

Pconnect's Uncapped wireless accounts will never be capped. However, our uncapped service is not designed for people using computer programs running 24/7 continuously downloading. If your intentions are to download 24/7 then these accounts are not for you. We reserve the right to shape and throttle any account whose usage is affecting other users on our network's internet experience negatively. Our main goal is to keep the majority of our clients happy so if certain individual's abusive downloading is affecting other users on our network we reserve the right to shape, throttle or cancel their service.

Fair use Policy (applicable to all Uncapped services)

The usage is monitored on a daily period. All service options are Unshaped. Should usage (**100 Gigabytes**) remain less than 90% of the average user for each product, the service will remain unaffected. However should individual usage exceed 90% of the average user for each product, then the first level of moderation will be implemented, moving the service to a Shaped service. Shaping or moderation is implemented via download throttling and user relative priority control will first be applied to all file sharing protocols.

Wireless Services - Speeds available

Please note that all Wireless services require a clear line of sight to our nearest tower in order to be effective. These services are provided on an "as is" and "up to" service level agreement. This means that although installations are done with high quality products and workmanship, the line speed achieved is not guaranteed. Variations may exist and if this is the case, we recommend downgrading to a slower package for stability.

Also note that all Wireless Uncapped services are shaped according to a burst algorithm.

Spamming Sites

Should any aspect of a client's website cause spam and disrupt the service to any of our other clients, we will immediately suspend the hosting services of the website responsible for the spamming. This will be done after making contact with the client in writing to confirm this. Services will be reactivated upon confirmation from the client that the spamming software has been removed.

Client Access Disclaimer

Pconnect's reserves the right to charge a specialized IT Support fee, for any changes or system corrections needed on client installations and networks, in the event of a request for full systems access by the client.

Copyright

Pconnect's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision with guidance taken from the Internet Service Provider's Association, our governing body.

Payment options accepted

Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard /American Express credit cards. Unless otherwise specified all Internet access services are payable **pro-rata** in advance



Payment on additional invoices

As per the terms on our service application forms, please note that you are in agreement to accept any additional relevant charges submitted against your account, not included in the monthly service invoices. This may include top up invoices, job card invoices, or invoices related to overuse for hosting services.

Debit Orders

Pconnect's debit orders are processed once a month, on the 1st day of each month. Should a customer's monthly debit order return as rejected for any reason, a rejection fee of R50 will incur and this will immediately be billed as a separate invoice.

Upon signing up with Pconnect, the client agrees to any additional relevant charges to their products that are not included in their monthly service invoice. This includes any top up invoices generated for Internet connection, as well as traffic or disk overusage invoices that are created for hosting. As all invoices are automatically e-mailed immediately after they are generated, it is the client's responsibility to contact Pconnect should they have any queries relating to an invoice upon receipt thereof.

Credit card acquiring and security

Credit card transactions will be acquired for Pconnect via Netcash (Pty) Ltd who are the approved payment gateway for South Africa. Netcash uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3). Users may go to to www.netcash.co.za view their security certificate and security policy. All access to **Sage Netcash** is governed by strict password security policies and all passwords are stored in encrypted format in the database

Customer details separate from card details

Customer details will be stored by Pconnect separately from card details which are entered by the client on Netcash's secure site. For more detail on Netcash refer to www.netcash.co.za Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Payment via Credit card

All new orders placed where the account holder is making payment via Credit card will need to be accompanied by copies of the account holder's Credit card (front and back of the card) before the order will be processed. Should a client wish to change their payment method to Credit card, or update their Credit card details, this will also be required.

Responsibility

Pconnect takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and Pconnect chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Disclaimer

Pconnect at its sole discretion may choose to change the terms, conditions and operation of this website at any time without notice. This includes the occasional adjustment of our pricing allowing for the notification of our clients within 21 days.

Non Payment on Overdue Invoices

All invoices - unless otherwise indicated are due COD, or by the first of each month as all monthly services are billed in advance for the upcoming month. Should an invoice become overdue, the necessary process is followed by our system with the details that are available on each client's profile. Should we receive no response with regard to outstanding invoices, the account will be handed over to our listing agency - Accountability. The client will receive notice from this company of the outstanding fees and have 30 days to respond and make arrangements for payment to Pconnect. Should payment not be received after the 30 days, the account holder will be blacklisted/suspended for non payment.

It is the responsibility of the client to ensure that Pconnect has their updated details, and this is available for each client to view in their client area. It is also the responsibility of the client to be in contact with Pconnect to arrange for payment before the account is handed over.

Technical Support regarding Overuse Investigation

Our Internet access platforms already provide clients with detailed statistics of usage. Sometimes clients find it difficult to understand that they are using such a large amount of overuse. If a client is unable to resolve the issue using the tools at their disposal and they would like Pconnect to investigate further, our Support team will be able to assist on this matter at a charge rate of R 200 per account. Charges will not be applied should there be a system fault on Pconnect's side. For further clarity on this please contact our help desk.

Termination of Service

The General Terms of Service of this agreement commences on the Effective Date and will continue indefinitely, subject to termination by either party on 1 (one) calendar months prior, following our cancellation procedure.

Cancellations are processed as follows:

1. Should the cancellation request be received before the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the following month. (E.g. The cancellation is received on 15 September, and the product will be terminated on 1 October)
2. Should the cancellation request be received after the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the second month. (E.g. The cancellation is received on 17 June, and the product will be terminated on 1 August.)

Please note that the cancellation period is 90 days in the case of clients who have an Internet Solutions Contract service with Pconnect after the first year.

VoIP Cancellations

Please note that should you require your VoIP services cancelled, a 30 day notice period is applicable.

An email should be sent to accounts@pconnect.co.za to request that the VoIP services be discontinued and cancelled with the supplier. Pconnect will process the cancellation with the supplier on your behalf once the cancellation email has been received.

Client Contact Details

It is the client's responsibility to keep their contact details up to date. This is easily accessible via the [Client Area](#)

Support Procedures

Pconnect has standard procedures for obtaining technical support and escalations.

Clients are requested to log a ticket when experiencing difficulties. Methods for logging tickets are as follows:

- Using our website, www.pconnect.co.za under client area
- Sending an e-mail to support@pconnect.co.za
- Phoning our help line, 034-980-0254

When requesting technical support you will be given a ticket number. All our technical support cases are attached to a ticket number which we use to trace the issue through our system. Without a ticket number, we cannot process any support request. Should you not receive a ticket number by default,

please ensure that you ask for one. If you require to escalate a call, ensure that you quote your ticket number when proceeding with the escalation request.

Our Support Department should not be contacted for any reason on their cell phone numbers when reporting a problem.

Our system is set up to handle all technical support queries in an efficient manner and problems will only be addressed by following one of the three reporting methods above.

Our SLA and turnaround times

The following time periods are applicable with regards to our support structure:

- Within 24hrs - emergency maintenance to Pcconnect infrastructure such as high sites and apartment hotspots
- Within 4 working days - maintenance and call out jobs
- Within 4 working days - large site installations and network setups once quote accepted
- Within 7 working days - client standard installations from forms received

These times do not include weekends or public holidays.

Pcconnect's Contact Details and Banking Details

Banking Details:

First National Bank
Account Name - Pcconnect
Account Number – 6217 339 6287
Branch Code – 270 224
Branch Name - Vryheid
Type – Cheque Account

Physical Address:

159 A Utrecht Street , Vryheid, South Africa 3100

Postal Address:

P.O. Box 824, Vryheid, 3100, South Africa
+27 (034) 980-0254 (office)
+27 (034) 980-1288 (fax)