

INTERNET SUBSCRIPTION SERVICES: Terms and Conditions

IT-to-Home is an independent provider of a subscription service that allows its members to access the Internet.

The IT-to-Home service is provided to you by IT-to-Home. These terms and conditions govern your use of our service. As used in these terms and conditions, "IT-to-Home", "our service" or "the service" means the subscription services provided by IT-to-Home for internet solutions, including all features and functionalities associated with the services.

1. Cooling Off Period. You acknowledge that you have a cooling off period of five (5) days from the date of signature of these terms and conditions, during which period you will be entitled to terminate your membership with IT-at-Home without penalty. You will immediately upon such termination return any and all equipment and/or sim-card(s) provided to you by IT-at-Home pursuant to these terms and conditions.

2. Membership. This is on a month-to-month basis, until cancelled as per clause 3.5 below. To use the IT-to-Home service you must use the router and IT-to-Home SIM card provided to you by IT-to-Home, and provide a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). For your convenience, we have included herewith an authorisation for debit order form. Unless you cancel your membership before your monthly billing date, you authorize us to charge your next month's membership fee to your Payment Method (see "Cancellation" below). You can find specific details regarding your IT-to-Home membership by emailing us @ help@itth.co.za, remember to use your ID and full name in the subject.

3. Billing

3.1 Billing Cycle. The membership fee for the IT-to-Home service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership. In some cases your payment date may change, for example if your debit order has not successfully settled or if your paid membership began on a day not contained in a given month.

3.2 Payment Methods. If a debit order is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your debit order details or your Payment Method or make manual payment or cancel your account, we may suspend your access to the service until we have obtained a valid payment. When you update your debit order details, you authorize us to continue charging the updated debit order and you remain responsible for any uncollected amounts. This may result in a change to your payment dates. For some Payment Methods, the issuer or the relevant bank may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used.

3.3 Debit order failure. We reserve the right to re-present the debit order (if applicable) until the relevant payment has been affected.

3.4 Failure to make payment. Subject to the provisions of clauses 3.2 and 3.3 above, upon any failure to make any payment due to IT-at-Home, whether your Payment Method is by debit order or another method, we will be entitled to cancel your membership by giving you written notice in that regard. Should we cancel your membership for failure to make payment during the Initial Period, IT-to-Home reserves the right to charge a reasonable early termination fee, which fee will be determined by IT-to-Home with due regard to the outstanding portion of the Initial Period, as well as the cost of any equipment provided to you by IT-to-Home at the start of your membership.

3.5 Cancellation after termination of the initial period. After the Initial Period, you can cancel your IT-to-Home membership with written notice of one (1) calendar month (being a period that starts on the first day of the relevant month and ends on the last day), and you will continue to have access to the IT-to-Home service through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods. To cancel, send an email to accounts@itth.co.za and use your ID and full name in the subject by no later than the first (1st) day of your notice month. If you cancel your membership as set out herein, your account will automatically close at the end of the notice month.

3.6 Changes to the Price and Service Plans. We may change our service plans and the price of our service from time to time, provided that any price changes or changes to our service plans will be reasonable and will apply to you no earlier than thirty (30) days following notice to you.

4. IT-to-Home Service

4.1 You must be eighteen (18) years of age or older, to become a member of the IT-to-Home service. Minors under the age of 18 years may only use the service under the supervision of an adult member.

4.2 The IT-to-Home service and any content viewed through the service are for your personal and non-commercial use only. During your IT-to-Home membership we grant you a limited, non-exclusive, non-transferable license to access the IT-to-Home service. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3 The IT-to-Home service is only available within the Republic of South Africa.

4.4 You agree to use the IT-to-Home service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these terms and conditions) content and information contained on or obtained from or through the IT-to-Home service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the IT-to-Home service; use any robot, spider, scraper or other automated means to access the IT-to-Home service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the IT-to-Home service; insert any code or product or manipulate the IT-to-Home service in any way. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the IT-to-Home service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these terms and conditions or are engaged in illegal or fraudulent use of the service.

4.5 The quality and the speed of the IT-to-Home service may vary from area to area, and may be affected by a variety of factors, such as your location. You are responsible for all Internet access charges.

5. Passwords and Account Access. The member who created the IT-to-Home account and who is invoiced for payment (the "Account Owner") has access and control over the IT-to-Home account and the IT-to-Home ready devices that are used to access our service. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the IT-to-Home ready devices that are used to access the service and not reveal the password nor details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, IT-to-Home or our partners from identity theft or other fraudulent activity.

6. Warranties and Limitations on Liability. The IT-to-Home service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of the Republic of South Africa.

7. Class Action Waiver. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND IT-to-Home AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and IT-to-Home agree otherwise, the court may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

8. Miscellaneous

8.1 Governing Law. These terms and conditions shall be governed by and construed exclusively in accordance with the laws of the South Africa.

8.2 Customer Support. To find more information about our service and its features or if you need assistance with your account, please contact us via email by emailing support@bringhomeit.co.za. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these terms and conditions and information provided by Customer Support or other portions of our website, these terms and conditions will control.