



TERMS & CONDITIONS

HOTSPOTTER TERMS AND CONDITIONS

1. Entering into the Agreement

- 1.1 You agreed to let us provide you with the Services, on certain terms and conditions. This document records the additional terms and conditions of the supply of the Services to you.
- 1.2 The terms and conditions agreed during the above mentioned telephone conversation and the terms and conditions recorded in this document constitute the entire agreement regarding the provision of the Services to you.
- 1.3 We have defined some of the words which have particular meanings in clause 12 of the Agreement.
- 1.4 **If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at support@hotspotter.co.za and we will contact and assist you.**

2. Duration and Termination

- 2.1 We will provide you with the Services from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).
- 2.2 Either you or us may, for any reason, terminate the Agreement by giving each written notice. Any notice by you to terminate the Agreement must be sent to support@hotspotter.co.za

3. The Services

- 3.1 You will have access to the Services, subject to payment by you of the monthly subscription referred to in clause 4.
- 3.2 The Services can only be accessed through a Wi-Fi enabled device.
- 3.3 **We cannot guarantee that the Services will always be fault-free. The Services can be affected by factors outside of our control.**

4. Online Payment for the Services

- 4.1 You have agreed to pay a R45 or R59 monthly subscription for the Services, which amount is inclusive of VAT.
- 4.2 Payment may be made via Visa, MasterCard, Diners or American Express credit cards. You shall pay all amounts due under this Agreement by way of a monthly debit order, which debit order cannot be cancelled without our prior written consent. Your debit order will go off on the date nominated by you each month. If the date of your debit order falls on a weekend or public holiday, your debit order will go off on the last business day before the weekend or public holiday. If there are insufficient funds in your bank account to meet the amount due, you hereby authorise us to track your bank account and re-present the debit order instruction for payment as soon as sufficient funds are available in your account.
- 4.3 **Credit card acquiring and security:**
 - 4.3.1 Credit card transactions will be acquired for Hotspotter via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 4.4 **Customer details separate from card details:**
 - 4.4.1 Customer details will be stored by Hotspotter separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.
- 4.5 **Merchant Outlet country and transaction currency:**
 - 4.5.1 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).



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5. **Changes in price**
We reserve the right to increase the Hotspotter charges on an annual basis, provided that such an increase is reasonable.
6. **Failure to pay for the Services**
If you do not pay for the Services in full and on time, via the debit order, you will be in breach of the Agreement and we may cease providing you with the Services, and can implement the provisions of clause 10.
7. **Vouchers**
 - 7.1 This clause 7 shall apply to all voucher holders.
 - 7.2 A voucher will offer you full access to the Hotspotter service for the period specified on your voucher only. If no period is specified on the voucher you can call us on 0861 277 768 or email us at support@hotspotter.co.za and we will supply you with the access period applied to your voucher code.
 - 7.3 The Vouchers may only be redeemed at www.hotspotter.co.za.
 - 7.4 A Voucher is valid for only 36 months from the date that the Voucher is created and a Voucher cannot be redeemed once the 36 month period has elapsed.
 - 7.5 Expired Vouchers will not be refunded or replaced.
 - 7.6 Only 1 Voucher may be used at any one time.
 - 7.7 Vouchers cannot be exchanged for money and are non-refundable.
8. **Complaints**
We have a complaints department which is used to resolve disputes when they first arise. If you have a complaint, please contact the customer service department at support@hotspotter.co.za
9. **Information and disclosure**
 - 9.1 **In entering into the Agreement with you and providing the Services to you, we will come into possession of information pertaining to you. Insofar as it is permissible in law, and save for your banking details, we will hold that information as our own and will be entitled to disclose it to such third parties as we deem appropriate.**
 - 9.2 You warrant and guarantee that all information supplied to us is true and correct.
 - 9.3 Should your address, or any other information which you have given to us, change you must inform us of the change immediately in writing to support@hotspotter.co.za
10. **Indemnity and waiver**
 - 10.1 **You indemnify us, our employees and agents against any loss or damage which any person (including ourselves) may suffer arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services.**
 - 10.2 **To the extent permitted by law, we exclude and you waive all liability against us, our employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by you or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services, save for instances of gross negligence on our part.**
11. **Breach.**
 - 11.1 In the event that you breach the Agreement we have the right to:
 - 11.1.1 Enforce the Agreement; or
 - 11.1.2 Terminate the Agreement.



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12. General.

- 12.1 Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.
- 12.2 **You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.**
- 12.3 **If you are under the age of 18 years you warrant that you have the assistance of a parent or guardian in entering into the Agreement.**
- 12.4 If any term or condition is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.
- 12.5 **If the Agreement arose through direct marketing you may terminate the Agreement, in writing, within 5 Business Days' after the date on which the Agreement was concluded.**

13. Definitions.

- 13.1 **"the Agreement"** means the terms and conditions agreed to by you and us during the course of a telephone conversation between you and us (or our direct marketing agents) and the terms and conditions recorded in this document;
- 13.2 **"Business Days"** means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 13.3 **"the Services"** means the provision by our business partner, Always On, of Wi-Fi hotspot internet access in Always On's designated Wi-Fi hotspots;
- 13.4 **"we", "us" and "our"** means Hotspotter, its affiliates, subsidiaries or its successors-in-title;
- 13.5 **"Website"** means www.hotspotter.co.za; and
- 13.6 **"you" and/or "your"** means you the customer who applies for and receives the Services.

IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you or which may limit our liability or which you may not ordinarily expect. Please pay special attention to these clauses. By entering into the Agreement you, in addition to accepting all the terms of the Agreement, also specifically signify that you understand the bold clauses and accept them.