

AMADWALA TRADING 5 CC AND WISTEC DATA & TELECOMS (PTY) LTD
T/A WISTEC

VOICE AND PBX SERVICES TERMS AND CONDITIONS

1. Virtual PBX services are monitored within the Virtual PBX hosting facility 24 (twenty-four) hours per day, 7 (seven) days a week.
2. Wistec undertakes to respond to events arising within the Virtual PBX hosting facility during Business Hours.
3. Wistec is entitled to perform emergency maintenance on the Virtual PBX hosting facility should Wistec determine at its sole discretion that it is necessary to do so and even if doing so causes downtime of the service. Where possible Wistec will use its reasonable best endeavours to provide the subscriber with notice if any downtime is expected.
4. Where possible Wistec shall provide the subscriber with 24 (twenty-four) hours' notice ahead of performing any planned maintenance on the Virtual PBX hosted facility that may result in downtime that will affect the subscribers use of the service. Wistec however may perform any emergency maintenance on the hosted PBX facility without prior notice to the subscriber.
5. The standard virtual PBX service does not cover the costs of onsite or afterhours support to the subscriber. Any problems not due to a fault with the service, including, but not limited to hardware (out of warranty) faults and any other fault experienced on the subscriber's local area network (not supplied by Wistec) shall be assessed and billed separately.
6. The subscriber agrees that under no circumstances can Wistec be held responsible for any costs or damages (including, but not limited to, call costs, call fraud and theft) incurred by the subscriber due to unauthorised and/or authorised use of any Voice and/or PBX and/or Virtual PBX related service that the subscriber makes use of.
7. The subscriber may be provided (on request) limited access to the PBX system in order to manage and control certain aspects of the virtual/hosted/onsite PBX. The subscriber agrees that under no circumstances can Wistec be held responsible for any costs or damages (including, but not limited to, call costs, call fraud and theft) incurred by the subscriber due to the subscriber incorrectly configuring the PBX management system.
8. The subscriber agrees that under no circumstances may Wistec be held responsible for difficulties with any Voice service if the subscriber's usage of the service exceeds the maximum call capacity specified by Wistec.
9. Any uncapped voice services exclude all international telephone calls and/or premium rated telephone calls unless explicitly agreed to in writing and signed by both parties. Should the subscriber choose to call the excluded telephone numbers they will be billed for this according to our prevailing voice rates which can be requested from Wistec at any time.
10. Should the subscriber make use of any softphones (a piece of software that allows the user to make telephone calls over the internet without using a desk IP phone) Wistec will not support any request that relates to softphones. The subscriber hereby acknowledges and understands that Wistec does not provide any call quality guarantees over any softphones and that the subscriber is fully responsible for any items relating to softphones.

11. Notwithstanding anything else contained in the agreement Wistec may change the voice rates of this agreement on 14 (fourteen) calendar days written notice of any changes. If the subscriber does not agree with the changes in voice rates, it must stop using the services. If the subscriber continues to use the services following notification of a change to the voice rates, the changed rates will apply to the subscriber's Agreement and the subscriber will be deemed to have accepted such terms and bound thereby.
12. The subscriber agrees that Wistec shall be entitled to, from time to time, vary the charges payable by the subscriber to Wistec for the services providing the subscriber with 30 (thirty) calendar days written notice. Any changes in voice rates will however be managed based on clause 11.
13. All payments must be affected within 7 (seven) calendar days of invoice date or where payment is affected by debit order then such payment must be affected on Wistec's direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.
14. The subscriber hereby agrees to abide by Wistec's product specific rules, terms of service and acceptable and fair usage policy, which is made available on Wistec's website and can be supplied on request to the subscriber. Should Wistec suspect or find evidence of violation of its product specific rules, terms of service, the acceptable and fair usage policy or network traffic and/or voice traffic that interferes with Wistec's network, the subscriber hereby agrees to be immediately disconnected without notice until the violation and/or interfering network traffic is removed.
15. Wistec does not guarantee any services in the event the subscriber uses any services other than the services of Wistec Data & Telecoms, for either Internet connectivity and/or Voice related services, Wistec will not be responsible for the quality of the service.