Goldtel Solutions - General Terms and Conditions

Goldtel Industries (Pty) Ltd trading as Goldtel
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These terms govern business connectivity, Internet, voice and related services together with the accepted Order, applicable Product Specific Terms and Conditions and any service level agreement. All provisions remain subject to mandatory South African law.

Important terms: Read clauses 4, 6 to 8, 11, 12, 16, 17, 20 and 21 carefully. They address renewal, payment, cancellation, security, emergency calling, suspension, liability and indemnities.

1 Agreement and definitions

1.1 Goldtel is the supplier identified above. Customer is the business, organisation or sole proprietor named in the accepted service order, application or subscriber agreement (Order). An authorised representative accepting an Order binds the Customer without creating a personal suretyship.

1.2 The Agreement comprises the Order, expressly agreed addenda, applicable Product Specific Terms and Conditions (Product Terms), service level agreement (SLA), these terms and expressly incorporated policies, including the acceptable use policy (AUP). Goldtel must make these documents and their versions available before acceptance.

1.3 Conflicts are resolved in this order: mandatory law, negotiated addendum, Order, Product Terms, SLA, these terms and incorporated policies. The SLA controls performance measures, support commitments and service credits. Customer purchase order conditions apply only if expressly accepted by Goldtel.

1.4 Service means an ordered service; Charges means its agreed fees. Provider Equipment belongs to Goldtel or an identified supplier. Business Day excludes weekends and South African public holidays. Other days are calendar days. Writing includes retrievable electronic communications.

2 Orders and compliance

2.1 Orders bind both parties on recorded acceptance, subject to disclosed feasibility, credit, identity, RICA, licensing and deposit requirements. Each Order must identify scope, site, Charges, term, delivery estimate, activation requirements and applicable documents.

2.2 The Customer must maintain accurate details and authorised commercial, technical and billing contacts. Portal instructions bind it within the user's authorised permissions. Goldtel may verify sensitive instructions. Moves, upgrades and additions do not restart a term without express agreement.

2.3 Each party must comply with applicable legislation, regulations and licence conditions, including relevant electronic communications, electronic transactions, privacy and interception requirements. Goldtel must exercise reasonable skill and care and remains responsible for its contracted obligations when using subcontractors.

3 Installation and activation

3.1 Delivery dates are estimates unless guaranteed. The Customer must provide lawful access, permissions, safe conditions and agreed power and facilities. Goldtel must communicate material delays. Non-standard work and additional installation charges require prior disclosure and approval.

3.2 Goldtel must notify readiness and provide reasonable test evidence or an opportunity to test. The Customer has five Business Days to report material non-compliance with agreed acceptance criteria. Otherwise acceptance is deemed after that period, provided the Service was available; productive use may establish earlier acceptance. Latent defects remain actionable.

3.3 The Activation Date is when the Service is commissioned and made available in accordance with agreed criteria. Recurring billing starts separately for each activated Service; the first partial month is prorated. A material acceptance failure delays affected activation billing until remedied. Agreed equipment or installation milestones may be billed separately.

3.4 If delivery proves impossible, either party may cancel the affected unactivated Service. Goldtel refunds unused prepayments less lawful, pre-approved, evidenced and non-recoverable costs not attributable to its breach. Customer delay charges apply only if expressly agreed.

4 Duration and renewal

4.1 Each Service has the Initial Term stated in its Order, starting on activation unless otherwise agreed. If no minimum term is stated, it is month to month. Ending one Service does not end independent Services.

4.2 Unless an expressly accepted alternative applies, a fixed-term Service continues month to month after its Initial Term. Either party may prevent continuation or end a month-to-month Service on at least one calendar month's written notice. A further fixed term requires express acceptance.

5 Service performance and support

5.1 Product Terms define speeds, coverage, contention, shaping, usage limits and dependencies. Best-effort access has no guaranteed dedicated capacity unless expressly ordered. Disclosed fair-use limits apply to uncapped services.

5.2 Support hours and commitments follow the Order or SLA; otherwise routine support is 08:00 to 17:00 on Business Days. The Customer must log faults through support and provide reasonable diagnostic assistance. Goldtel must investigate and escalate upstream faults.

5.3 Goldtel must reasonably notify planned maintenance and minimise interruptions. Urgent work may precede notice where necessary. Credits follow the SLA and mandatory law; contractual claim periods must allow at least 30 days after the relevant invoice or incident report. Credits do not remove termination rights for material breach or permit duplicate recovery.

6 Charges payment and disputes

6.1 Charges are in rand, excluding VAT unless stated otherwise. Recurring fees are billed in advance and usage in arrears unless agreed otherwise. Invoices are due within 14 days of issue unless the Order provides another period.

6.2 Payment must follow the agreed method. Debit orders require a separate mandate. Cancelling a mandate does not cancel a Service or debt. The Customer must keep billing details current; Goldtel must provide replacement invoices on request.

6.3 Invoice disputes should be raised promptly, preferably within 30 days, stating reasons and amounts. This period does not extinguish valid later claims. Undisputed amounts remain payable. Goldtel must investigate and correct errors; bona fide disputed sums are protected from suspension, collection and adverse reporting during reasonable investigation if the Customer cooperates.

6.4 A rejected dispute must be explained with supporting records, and payment is due no earlier than ten Business Days later, subject to applicable regulatory process. Billing records are rebuttable evidence. Estimates must be identified and reconciled against actual records.

6.5 Overdue undisputed sums bear simple interest, calculated daily, at Goldtel's principal South African bank's prime rate plus two percentage points annually, capped at the lawful maximum. Collection and failed-payment costs must be reasonable, incurred and legally recoverable.

7 Prices deposits and credit

7.1 Fixed-term prices change only under an accepted escalation formula or identified pass-through provision. Month-to-month changes require 30 days' written notice identifying the old and new price and effective date. No retrospective increase applies.

7.2 Pass-through increases must reflect evidenced relevant costs without double recovery. If a fixed-term increase was not precisely determined in the accepted Order, the Customer may end the affected Service before the increase without an early cancellation fee. Supplied services and separately purchased equipment remain payable.

7.3 Goldtel may perform lawful credit checks and request reasonable disclosed deposits, prepayment or security based on credit risk. Credit reporting must meet legal accuracy, notice and dispute requirements. Deposits are applied only to lawful debts; balances are refunded within 30 days of final reconciliation. No personal guarantee arises under these terms.

8 Early cancellation

8.1 Before activation, the Customer pays only disclosed, evidenced and unavoidable Order-specific costs after mitigation and recoveries. No cancellation fee applies where Goldtel's material breach or failure of an essential delivery condition for which it is responsible causes cancellation.

8.2 The Customer may end a fixed-term Service on 30 days' written notice, subject to the cancellation calculation expressly accepted in the Order. Without an agreed calculation, Goldtel may recover only legally recoverable, proved direct loss after savings and mitigation; remaining monthly Charges are not automatically payable.

8.3 Any calculation must separately identify unpaid supplied services, unamortised disclosed subsidies and unavoidable upstream commitments or other recoverable direct loss. Deduct savings, rebates, redeployment value and recoveries. Avoid duplicate recovery and provide an itemised calculation on request. No early cancellation fee applies to lawful termination for Goldtel's material breach or another express penalty-free right.

9 Equipment

9.1 The Order identifies Equipment as sold, rented, loaned or supplied for use and states ownership and return duties. Sold Equipment transfers on full payment, subject to law. Provider Equipment remains its owner's property and may not be sold, pledged, altered or relocated without consent. Free-to-use equipment is not a gift.

9.2 The Customer must take reasonable care and promptly report loss or damage. It is liable for loss caused by its breach, negligence or misuse, excluding fair wear, defects or Goldtel-caused loss. Compensation reflects reasonable equivalent value and insurance recoveries.

9.3 The Customer must permit reasonable agreed access for installation, maintenance and lawful collection. Goldtel must respect site safety and security and may not forcibly repossess Equipment. Warranty obligations follow the Order and law. Additional repairs and call-outs require disclosed rates and approval.

10 Acceptable use and Customer systems

10.1 The Customer must comply with law, the incorporated AUP and reasonable security instructions. Resale requires express permission. Customer remains responsible for authorised users within its reasonable control.

10.2 Unlawful content, infringement, spam, malicious software, unauthorised access, deliberate disruption, fraudulent traffic and unlawful interception are prohibited. Goldtel may apply proportionate network management and disclosed limits. Material new restrictions follow clause 23.

10.3 The Customer manages its internal network, devices, content and backups unless expressly included in Goldtel's scope. Goldtel remains responsible for agreed managed services.

11 Security and fraudulent usage

11.1 Each party must reasonably secure systems within its control. The Customer must protect credentials, use available multifactor authentication, patch systems, restrict PBX administration and report compromise promptly. Goldtel must secure its managed systems and respond reasonably to credible incidents.

11.2 Voice systems may generate fraudulent high-cost calls. Product Terms or Orders must identify enabled destinations, agreed spend controls and alerts. A credit limit is not a guaranteed real-time cap unless expressly agreed.

11.3 The Customer pays authorised usage and fraudulent usage attributable to its failure of reasonable security duties. Account traffic alone does not establish liability; causation, agreed controls, each party's conduct and law govern. Goldtel cannot shift its own breach losses to the Customer.

11.4 Goldtel may restrict affected traffic urgently, notify the Customer promptly, preserve records and cooperate to limit

loss. Verified blocking requests must be acted on promptly, subject to technical feasibility.

12 Voice emergency access and numbers

12.1 VoIP depends on power, connectivity, equipment and upstream networks. Outages may prevent emergency calls, and location data may be inaccurate or unavailable. The Customer must maintain alternative emergency communications, keep its service address current and inform users of limitations.

12.2 Goldtel must disclose actual emergency calling capabilities before activation and meet mandatory access obligations. Ordinary business VoIP must not be the sole life-safety system without an expressly suitable service.

12.3 Numbers are administered under applicable numbering and porting rules. Goldtel must assist lawful ports and may not unlawfully withhold them to enforce debt. Porting alone does not cancel all associated Services or settle charges. Product Terms address porting, caller identification, usage rates and recording functionality.

13 Suppliers software and intellectual property

13.1 Goldtel may use competent carriers and subcontractors but remains responsible for its obligations and supplier escalation. Customer-contracted services are outside scope unless included. Supplier faults do not automatically constitute events beyond reasonable control.

13.2 Applicable third-party software terms must be identified before acceptance. Licences permit agreed use only. Each party retains existing intellectual property; the Customer retains content rights and grants Goldtel only rights necessary to deliver, secure and support Services. Bespoke development rights require written agreement.

14 POPIA and privacy

14.1 Each party must comply with POPIA. Goldtel acts as a responsible party for processing purposes it determines, including account administration, billing, network security and legal compliance. Its privacy notice must explain processing grounds, recipients, retention and rights. Marketing permissions must be handled lawfully and separately where required.

14.2 When acting as operator, Goldtel processes personal information only with the Customer's knowledge or authorisation and must preserve confidentiality and appropriate organisational and technical safeguards. The Customer determines lawful purposes and instructions. A processing schedule must record service-specific processing, security and retention arrangements where needed.

14.3 Goldtel must notify the Customer immediately on reasonable grounds to believe operator-held personal information was accessed or acquired without authority, and assist containment and investigation. The responsible party must make legally required notifications to the Information Regulator and affected persons as soon as reasonably possible, subject to lawful exceptions.

14.4 Subprocessors require appropriate confidentiality and security duties. Goldtel must identify material operator-service subprocessors and locations, notify material changes and address reasonable privacy objections. Cross-border transfers must comply with POPIA section 72.

14.5 Interception, content access, monitoring and disclosures are permitted only as law and the agreed Service allow. The Customer is responsible for lawful notices and permissions for its recording and monitoring. These terms do not authorise unlawful interception.

15 Confidentiality and data exit

15.1 Each party must protect non-public information, use it only for the Agreement and restrict disclosure to authorised recipients under confidentiality duties. Exceptions apply to lawful public, independently developed or otherwise legitimately obtained information and required disclosures.

15.2 Confidentiality lasts three years after termination, longer for legally protected personal information and trade secrets. Backup and recovery commitments apply only where included. Goldtel must retain records only as law and legitimate purposes require.

15.3 For hosted or managed application content, Goldtel allows at least 30 days after termination for export, subject to law and technical feasibility. Product or processing schedules state format, assistance fees and backup deletion cycles. Thereafter Goldtel may securely delete content except lawfully retained records. Customer content remains the Customer's.

16 Suspension

16.1 Goldtel may proportionately suspend affected Services for material breach, overdue undisputed debt, credible fraud or security risks, harmful unlawful use, lawful directions or necessary maintenance. Non-payment requires at least seven days' written warning or a longer legally required period.

16.2 Except in urgent cases, Goldtel must give reasons and a reasonable remedy opportunity before suspension. Urgent restrictions require prompt subsequent notice. Preserve mandatory emergency access and limit the affected scope where practicable.

16.3 Reasonable disclosed reservation Charges may continue during Customer-caused suspension, subject to mitigation and law. Goldtel-caused outages remain subject to credits and applicable remedies. Restore promptly once resolved; reconnection fees must be disclosed and reasonable. Suspension does not extend or renew a term.

17 Breach termination and cancellation notices

17.1 Either party may require a material breach to be remedied within ten Business Days of written notice. If not remedied, it may terminate the affected Service or the Agreement where substantially affected. Irremediable breach may justify termination, subject to law. Insolvency and business rescue remain subject to applicable restrictions.

17.2 Goldtel may retire a Service on 90 days' notice, offering reasonable migration where available. Without an agreed alternative, the Customer may end it without early cancellation fees and recover unused service prepayments. Shorter notice is permitted only where law or unavoidable circumstances require it.

17.3 Send cancellation to cancellations@goldtel.co.za or an enabled portal, identifying the account, Service and requested date. Goldtel must acknowledge within two Business Days and confirm the effective date and charges. Acknowledgement is not

a condition of valid notice; authority checks must not obstruct cancellation.

18 Termination obligations

18.1 The Customer pays accrued lawful Charges and properly calculated cancellation costs. Goldtel supplies a final account and refunds unused prepayments and deposits after lawful set-off.

18.2 Return Provider Equipment within ten Business Days or cooperate with collection under disclosed return and cost arrangements. No duplicate equipment recovery applies. Goldtel must reasonably assist authorised ports, domain transfers and data export, subject to security and disclosed assistance fees. Accrued rights, privacy, confidentiality, liability and dispute terms survive as needed.

19 Events beyond reasonable control

19.1 Neither party is liable for delay caused by an event outside reasonable control that it could not reasonably prevent or overcome. Foreseeable power, supplier or cyber failures do not automatically qualify where reasonable protective measures should have prevented the impact.

19.2 The affected party must notify, mitigate and resume performance reasonably. Supplied Services remain payable; unavailable Services are subject to appropriate credits, refunds, the SLA and law. Either party may terminate an affected Service without early cancellation fees after 30 consecutive days of material prevention.

20 Liability

20.1 No limitation applies to fraud, wilful misconduct, gross negligence, negligent death or personal injury, or liability that law prohibits limiting. Urgent lawful relief remains available.

20.2 Otherwise each party's aggregate liability per affected Order in a rolling 12-month period is capped at Charges paid or payable for that Order in the preceding 12 months. For a newer Order, use 12 times its agreed monthly recurring Charges plus its once-off Charges. Related events count as one event when first occurring.

20.3 Subject to clause 20.1, neither party is liable for indirect or consequential loss or lost anticipated profit, revenue, opportunity or goodwill. Direct data restoration costs caused by Goldtel's breach remain recoverable within the cap. Indemnities are capped; lawful payment and Equipment return duties are not reduced. Mitigation and no duplicate recovery apply.

21 Indemnities

21.1 Subject to clause 20, the Customer indemnifies Goldtel against third-party claims and reasonable defence costs caused by its unlawful content, infringement or material acceptable-use breach, excluding Goldtel's own culpable conduct.

21.2 Subject to clause 20, Goldtel indemnifies the Customer against third-party intellectual property claims from authorised use of its supplied Services or materials, excluding Customer content and unauthorised modification or use. Goldtel may obtain rights, substitute an equivalent service or end the affected component with an unused-prepayment refund.

21.3 The protected party must notify promptly, permit reasonable defence control and cooperate at the defender's cost. Delay affects liability only to the extent prejudicial. A settlement imposing admissions, obligations or restrictions on the other party requires its reasonable consent.

22 Complaints and disputes

22.1 Log complaints through support or accounts and retain the reference. Goldtel must investigate and respond with reasons. Senior representatives should attempt resolution within ten Business Days of escalation. Mediation is optional and must not delay urgent relief or prescription protection.

22.2 Regulatory complaints may be escalated to ICASA under its applicable process, ordinarily after allowing Goldtel 14 working days to resolve the complaint or if its response is unsatisfactory. Rights to approach the Information Regulator, other competent authorities and courts remain available. South African law and courts with lawful jurisdiction apply.

23 Changes notices and general terms

23.1 Changes to scope, fixed terms and negotiated commitments require recorded acceptance except expressly permitted price changes. Policy updates require 30 days' written notice. Material adverse changes require agreement or an affected-Service exit without early cancellation fees before implementation. Urgent legal or security changes may take effect sooner with prompt explanation.

23.2 Notices go to designated addresses above or in the Order. Email is received when retrievable without a delivery failure notice; receipt after 17:00 or on a non-Business Day moves to the next Business Day unless earlier actual receipt is proved. Court process follows law. Address changes require five Business Days' notice.

23.3 Transfer requires consent, not unreasonably withheld. Goldtel may transfer to a competent business successor on 30 days' notice if Customer rights, privacy and capability are not materially reduced; otherwise consent or a penalty-free exit is required.

23.4 The Agreement is complete, without excluding unlawful misrepresentation. Delay is not waiver. Invalid provisions are severable where the lawful purpose survives. Valid electronic acceptance and counterparts are permitted. Public use of names or logos requires consent. No agency or partnership is created.

24 Acceptance

24.1 Acceptance of an Order identifying this version also accepts the identified accompanying documents. Goldtel must retain acceptance evidence and provide copies. The Customer must have a reasonable opportunity to read the financial obligations, risk allocations, liability limits and indemnities.