



iBurst Prepaid Service Terms & Conditions

These terms and condition are meant for the Prepaid Service and are subject to the application of the iBurst Standard Subscriber Terms and Conditions.

1. Terms and Conditions

The Subscriber will not be tied into a network contract and will remain on the network by purchasing bandwidth vouchers.

Subscribers will have access to the iBurst call center for any technical queries.

The hardware will carry a standard one year out of box warranty; the Subscriber should however retain their proof of purchase for warranty swaps.

Only new starter packs purchased will have free 30MB allocated per month over a period of 12 months.

The 7 day cancellation will apply from date of purchase of the modem.

The Subscriber will have a 7 day access period from date of activation, i.e. irrespective of the date of purchase. Once the 7 day access period is closed, the Subscriber will have to purchase vouchers that will enable the Subscriber to have access to iBurst's network.

Subscribers will be required to comply with the provisions of "RICA" i.e. the Regulation for Interception of Communications and Communication-related Information Act

Existing Subscribers can migrate to month-2-month contract subject to a migration penalty during the first 12 months from activation of the modem. There is no penalty for migration after the first 12 months.

A Subscriber who is inactive on the network for 12 months will be suspended on the 13th month if no bandwidth is purchased. The subscriber will have to provide their personal details via iBurst's prepaid web interface when the modem is connected after suspension in order to activate.

Boosters/vouchers are not refundable.

Subscribers who sell their modems will be required to inform iBurst timeously of the new owner in order to comply with RICA requirements.

The Subscriber will be entitled to unlimited bandwidth carry over. The Subscriber will be entitled to a 30 days access window from date of purchase of a voucher; the access period does not accumulate.

The Subscriber acknowledges that usage of the prepaid services is subject to availability of coverage. iBurst shall not be held liable for any non-availability of coverage in the specific area of the Subscriber using the prepaid service.

Limitation of liability-

iBurst shall not be under any liability (including liability for negligence) for any loss or damage or injury to you whatsoever no matter when or how, arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular shall not be liable for financial loss or loss of profits, contract, anticipated business, savings, use or goodwill.

You indemnify and hold iBurst harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by iBurst, which arises directly or indirectly out of a breach of the terms of this agreement or the use by you of the Services, irrespective of the cause thereof.

Modifications –

iBurst has the right to change or modify these terms and conditions. Such changes may include, but are not limited to the tariffs charged at any time with the method of notice determined by iBurst from time to time.

Miscellaneous –

This service may not be used for unlawful purpose. iBurst retains the right to provide, on demand, to a court of appropriate jurisdiction, information regarding the use of this service upon issuance of subpoena or any other statutory type of summons.

iBurst may, to the extent permitted by law, receive or disclose your personal information, documents and/or credit profile information from or to -
any credit providers, credit bureau or credit reporting agencies;
any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
any of iBurst 's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service, marketing and/or auditing purposes;