

**LEGAL & POLICY**

Refund & Cancellation Policy

Payments, cooling-off rights, refunds and contract cancellation

Applies to: myownisp.co.za and the MyOwn ISP Client Portal

1. Introduction

This Refund & Cancellation Policy explains your rights and our process regarding payments, refunds, and the cancellation of fibre internet services provided by MyOwn ISP, a division of ATEC Systems & Technologies (Pty) Ltd ("we", "us", "our"), and applies to purchases made through our website and Client Portal. It is issued in terms of the Consumer Protection Act 68 of 2008 ("CPA") and, where applicable, ICASA's End-User and Subscriber Service Charter Regulations.

This Policy should be read together with our Privacy Policy, POPI Policy, and your MyOwn ISP Terms & Conditions. Where there is a direct conflict between this Policy and your signed Terms & Conditions on cancellation notice periods or contract-specific fees, the Terms & Conditions prevail.

2. Payment methods

Payments for installation fees, monthly subscriptions, equipment and other charges may be made via the Client Portal or our website using the following payment methods:

- Visa card (credit or debit)
 - Apple Pay
 - Samsung Pay
 - PayFast
- Ozow (instant EFT)
 - Netcash
 - Zapper

All payments are processed through PCI DSS-compliant, third-party payment gateways. MyOwn ISP does not receive or store your full card number, CVV, or Apple Pay / Samsung Pay device account credentials. By making a payment, you also agree to the applicable payment gateway's own terms and conditions.

3. Once-off fees vs. recurring subscription

Our charges fall into two broad categories, which are treated differently for refund purposes:

- **Once-off fees:** installation/activation fees, standard or non-standard connection fees, router/ONT purchase fees (where you choose to buy your equipment outright), and other once-off charges.
- **Recurring subscription fees:** your monthly fibre subscription, billed in advance for the upcoming billing cycle.

4. Cooling-off / cancellation rights before activation

4.1 Direct marketing sales (CPA)

If you entered into your agreement as a result of direct marketing (e.g. a door-to-door or outbound telesales approach) as opposed to you initiating contact with us, section 16 of the CPA gives you a five (5) business day cooling-off right to cancel, without penalty, by written notice.

5. Refunds for service that cannot be provided

If, after you have paid an installation or subscription fee, MyOwn ISP or FibreNetworks (or another relevant FNO) is unable to provide fibre coverage or complete installation at your address — for example, due to a lack of network coverage, a failed site survey, or a wayleave/civils obstacle that cannot reasonably be resolved — we will refund the once-off fees and any prepaid subscription fees you have paid for that connection in full via our next scheduled weekly refund run (Thursdays, excluding public holidays), and in any event within 30 days of the cancellation being confirmed, with no cancellation fee charged to you.

6. Cancelling an active service / early termination

You may cancel your MyOwn ISP Service at any time by giving us one calendar month's written notice, in accordance with your Terms & Conditions and section 14(2) of the Consumer Protection Act. If we receive your notice before the 25th of the month, cancellation takes effect at the end of that month; if received on or after the 25th, it takes effect at the end of the following month. The following applies once your Service has been activated:

- **Notice period:** your subscription continues, and remains payable, until the end of the applicable notice period, even if you stop using the Service.
- **Fixed-term contracts:** if you cancel within the first 24 months from your service activation date, a pro-rata claw-back applies to the outstanding portion of your installation, connection, and/or Wi-Fi router cost, calculated in accordance with your Terms & Conditions (clause 11.3). This is not a penalty for exercising your right to cancel under the CPA, but recovery of a reasonably foreseeable cost directly related to early termination, as contemplated in section 14 of the CPA.
- **Month-to-month contracts:** no early termination charge applies; you only pay for your applicable notice period.
- **Equipment:** MyOwn ISP does not charge a deposit for the router/ONT supplied with your Service, and no deposit is refunded on cancellation. The router/ONT remains MyOwn ISP's property on loan for the duration of your Service, unless you have purchased it from us outright in full. If you are on a 12- or 24-month fixed-term agreement and cancel before the end of that term, our accounts team will, at their discretion, discuss return of the equipment with you as part of the pro-rata claw-back described above; where return is requested, it must be returned in good working order within 14 days. MyOwn ISP also retains the right to recover its equipment on termination of your Service for any reason.

Pro-rata refund of prepaid subscription

Where you have paid a monthly subscription fee in advance and you cancel mid-cycle, we will refund the unused, pro-rata portion of that month's subscription (calculated from the effective cancellation date) to your original payment method via our next scheduled weekly refund run (Thursdays, excluding public holidays), and in any event within 30 days, less any amounts still owing to us (including any applicable early termination charge).

7. Defective equipment and service faults

Equipment supplied by MyOwn ISP (such as a router or ONT) is covered by the implied warranty of quality under section 56 of the CPA. If equipment supplied to you is defective, you may request a repair, replacement, or refund within six (6) months of delivery, at no charge, provided the fault is not due to misuse, unauthorised modification, or damage after delivery.

MyOwn ISP does not provide a credit or refund for service interruptions, downtime, or slow speeds caused by the Fibre Network Operator's (FNO) network, loadshedding, power failures, or other third-party causes outside our control, in accordance with your Terms & Conditions (clause 4.5.1). If you experience a sustained service fault attributable specifically to MyOwn ISP's own systems, rather than the underlying network or a third party, contact our support team to log a fault; any credit in that limited case remains at MyOwn ISP's discretion and subject to our Service Level commitments.

8. Non-refundable items

Except as set out above or as required by law, the following are generally not refundable:

- Installation/activation fees once installation has been completed at your request;
- Subscription fees for periods during which the Service was available and activated, save for pro-rata amounts under clause 6;
- Promotional vouchers, once-off top-ups, or discounts that have already been redeemed or applied;
- Fees for optional add-on services already rendered (e.g. static IP allocation, professional cabling work already completed).

9. How to request a refund or cancel your service

To request a refund or cancel your Service, contact us using the details below. Please provide your account number, the reason for your request, and (for refunds) the original payment method and proof of payment.

Client Portal	Log a cancellation/refund request under 'My Account' → 'Support'
Email	accounts@atec.co.za
Telephone	0861 122 832
Postal / physical address	Boardwalk Phase 4 Office Park, Block 3, 1st Floor, 107 Haymeadow Street, Faerie Glen, Pretoria

Approved refunds are processed back to your original payment method (Visa, Apple Pay, Samsung Pay, PayFast, Ozow, Netcash or Zapper, as applicable) via our next scheduled weekly refund run (Thursdays, excluding public holidays), and in any event within 30 days of approval. Bank or gateway processing times beyond our control may add a few additional business days before the funds reflect in your account.

10. Failed, duplicate or erroneous payments

If you believe you have been charged in error, been double-billed, or a payment failed but was still deducted, please contact us immediately with proof of payment. We will investigate with the relevant payment gateway and, where an error is confirmed, refund the incorrect amount to your original payment method via our next scheduled weekly refund run (Thursdays, excluding public holidays), and in any event within 30 days.

11. Chargebacks and disputes

If you dispute a transaction directly with your bank or card issuer (a "chargeback") instead of contacting us first, we reserve the right to suspend your Service while the dispute is investigated. We encourage you to contact us first at the details in clause 9, so we can resolve billing queries quickly without affecting your Service.

12. Changes to this Policy

We may update this Refund & Cancellation Policy from time to time. The current version, with its effective date, is always available on our website and the Client Portal. Changes will not affect a cancellation or refund request already validly submitted under the version of this Policy in force at the time.

13. Queries and complaints

If you are not satisfied with how a refund or cancellation request has been handled, you may escalate your complaint through our internal complaints process, and thereafter to the National Consumer Commission or, where applicable, ICASA's Complaints and Compliance Committee / Alternative Dispute Resolution process.

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