

## GENERAL TERMS AND CONDITION

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## 1. DEFINITIONS

- “Unshaped” means that Easyweb does not prioritise or differentiate between different classes of traffic. Moves, additions and changes are subject to feasibility, and additional charges for on-net or off-net changes may apply
- “Uncapped” has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines>
- “VoIP” – Voice over Internet Protocol is a specific connection only available when a data package is included, if not, VOIP has to run on a data package and voice quality cannot be guaranteed.
- “Line Speed” is the speed that data is transferred between your computer and the Providers Central Office. The two types of speed are receiving (downloading) and sending (uploading).
  - Receive Speed (also called download speed) refers to the rate that information is transferred from the Internet to your computer. Examples of receiving or downloading are reading a Web page, downloading a program, or receiving e-mail.
  - Send Speed (also called upload speed) refers to the rate that information is transferred from your computer to the Internet. Examples of sending or uploading are sending e-mail or sending files.
- “Data Usage” is the measurement (expressed in bytes, kilobytes, megabytes or gigabytes) of the amount of data flowing through your computer and the Internet network for a defined period. These data are transferred in both directions: from the Internet network to your computer (download), and from your computer to the Internet network (upload). Whether it’s surfing the Web, sending emails, online games, various downloads, or using network gaming consoles, any activity on the Internet generates usage

## 2. THROUGHPUT RATES AND IP ACCESS

- Access to, and across, the Easyweb IP Network is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed.
- Due to the nature of the Internet, Easyweb can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the Easyweb Network and the Internet.
- IP throughput rates may also be reduced by Easyweb in accordance with its Fair Use Policy, a copy of which can be provided to you on request.
- Easyweb reserves the right to implement a Fair Use Policy on certain upstream Fibre provider networks.

## 3. ACCESS CIRCUIT

- Easyweb or the FTTH network operator supplies, configures and tests the Access Circuit. Each FTTH network operator defines its own standard installation. The Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses not included in a standard installation and that is necessary to provide the services to the Site. Such costs shall either be charged by the relevant FTTH network operator directly to the Customer, or through Easyweb, depending on the business model of the FTTH network operator.

#### 4. EQUIPMENT

- The Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- You must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.
- In the event of failure of the Equipment, Easyweb will repair or replace (at Easyweb's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, you must return the original Equipment to Easyweb.
- You accept liability for any costs incurred by Easyweb as a result of repair or replacement of Equipment where the Equipment failure was caused by your use, misuse or changes to the Equipment, other than as previously agreed to in writing by Easyweb.
- Easyweb will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Easyweb.
- Ownership of the Equipment vests in the Easyweb; Equipment is not subject to a rent-to-own contract.
- All Equipment needs to be insured by the client on their personal or business insurance. Easyweb will not cover the cost of the equipment for the following reasons:
  - Force Majeure (“Act of God”) e.g. Lightning damage
  - Theft
  - Malicious damage

Value of the customer premises equipment can be supplied on request.

#### 5. MAINTENANCE

- Should Easyweb be called to site to resolve an issue that is not a fault of Easyweb, the client will be charged for labour and travel. Example: Power plug is switched off.
- The client will not be charged Labour and Travel for the following reasons: CPE Equipment/Hardware faulty (aerial on roof).
  - Subject to exclusion of Force Majeure, theft and malicious damage

	<b>Normal Rate</b>	<b>After Hours Rate</b>
Labor	R 450.00 excl.	R 650.00 excl.
Travel	R 7.50 excl.	R 7.50 excl.

\*Prices are subject to change without notice\*

#### 6. IP ADDRESSES

- Easyweb will dynamically assign IP addresses from Easyweb allocated blocks. Any IP address allocated by Easyweb to you remains the property of Easyweb and you will have a non-transferable licence to use such addresses for a limited time.

## 7. REPAIRS / FAULT LOGGING

- If a fault is being experienced from the relevant services rendered by Easyweb, a support ticket needs to be created. The client can send an email to [support@easyweb.co.za](mailto:support@easyweb.co.za) and a ticket will be opened automatically. If the client does not have access to email, the client can contact Easyweb directly on (086) 1 EASYWEB and speak to the support department. The relevant first line support technician will open a ticket on behalf of the client. Clients must confirm that they receive a ticket number from first line support.
  - 24/7/365 Support ticketing system
  - First line support team available during working hours
  - After hour support is available in case of emergencies
- If the fault cannot be fixed by first line support  
After a support ticket has been created and the first line support is unable to resolve the issue. The ticket will be allocated to the operations manager to allocate a support technician team to be dispatched to the client's premises. See Maintenance for relevant pricing.

## 8. TURNAROUND TIMES AND WORKING HOURS

- Approximate estimated turn-around time to client's premises to repair
  - Within 24-48 hours / next working day
- Approximate estimated turn-around time to Tower Repair
  - Within 4 hours
- First line support working hours
  - Monday – Friday (06:00am – 22:00pm)
  - Saturday (09:00am – 17:00pm)
  - Sunday (09:00am – 13:00pm)

## 9. REPORTING SERVICE

- Easyweb may provide usage information in the online customer zone. The content of any usage information will only be visible to authorised users ("Users") or authorise Easyweb employees. Usage information purposes only and will not be used to calculate any service credits.

## 10. NETWORK MAINTENANCE

- Scheduled maintenance on the Easyweb Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the fibre access network. Easyweb and the third party fibre access network provider reserves the right to perform emergency maintenance without prior notice, but Easyweb shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

## **11. SET UP AND CONFIGURATION/ INSTALLATION FEES**

- Fibre to the Home products offered by Easyweb are all subject to a once-off set up and configuration or Installation fee.
- Should Easyweb offer to waive this fee and you terminate your subscription within twelve (12) months of activating the service, the full installation or setup and configuration fee is payable as part of the termination fee.
- Fibre to the Home Fibre providers may charge a separate installation fee, billed directly to the customer, for the installation of the Fibre line from the property boundary to within the home; terminating on an Optical Network Terminal (ONT).
- You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility Easyweb will not be held liable for any losses arising out of security breaches of your Services.

## **12. RESALE OF EASYWEB SERVICES**

- Resale of the Services (VoIP, Mobile Data, Fibre Line, Wireless, ADSL and Equipment) is not permitted unless consumer is a registered Reseller or approval has been granted by Easyweb.

## **13. ACCURACY OF YOUR INFORMATION**

- You will provide Easyweb with accurate and up to date information: (i) when completing the Service Order; and (ii) when you contact Easyweb to report a suspected fault and is asked a standard set of structured questions. Easyweb shall not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

## **14. PROMOTIONAL PRICING**

- Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Easyweb.
- Promotional pricing is subject to availability, either from the upstream Fibre to the Home provider or Easyweb, and may be withdrawn at any time without notice.

## **15. BILLING AND ACCOUNTS**

- **INSTALLATION DATE**  
(Start of Month 1)  
The pro-rata monthly fee and the following month fee (i.e. month 2) will be added onto the first Debit order. All once off charges (if applicable) will need to be paid via EFT, unless approval is given by the client to be added to the Debit Order.
- **MONTHLY RECURRING CHARGES**

(End of month 1 and onwards)

Recurring charges are generated on the last working day of every month for the following month. All subscription charges are billed in Advance. Example: Invoice generated on the 28 February, is for the month of March.

➤ **PAYMENT TERMS**

○ COD/EFT

These payments are due in advance by the 1st of every month.

○ Debit Orders

Debit Orders are taken on the last working day of every month for the following month.

This date is fixed for all Easyweb clientele and cannot be changed. Returned Debit orders will be charged R 15.00 admin fee. Refer to debit order mandate.

NOTE : If Debit orders are returned, it will result in immediate suspension.

➤ **ONCE OFF COSTS**

Any once off cost will be due within 7 days on receipt of invoice. These amounts are not taken off on debit order and client to pay via EFT. OR Should the client want to pay us via debit order an email must be sent to [accounts@easyweb.co.za](mailto:accounts@easyweb.co.za).

## **16. CANCELLATIONS**

- Send an email to [accounts@easyweb.co.za](mailto:accounts@easyweb.co.za).
- We require 20 business days' notice of cancellation as per the Consumer Protection Act ("CPA").
- The customer will be liable for the notice month.
- Any outstanding amounts on the account will need to be paid in full, before cancellation can take place.
- If the account is still in contract, there will be a cancellation fee worked out on the monthly charges for the remaining months left on the contract including admin fee.
- The cancellation fee will need to be paid in full before the notice period is up.
- If the cancellation fee is not paid by the end of the notice month, the account will not be cancelled

## **17. DISCLAIMER**

- Easyweb will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Easyweb Network.