

## TERMS AND CONDITIONS

### In this agreement

**“Wireless Service Subscribers”** means services with a pre-allocated allowed total data usage limit.

**“CPE”** means Customer Premises Equipment, including but not limited to the antennas and communication cards, all cabling, gateways and modems installed at a Subscriber’s Premises to send and / or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future enhanced services to the Subscriber.

**“Data”** means a set of values of qualitative or quantitative variables; restated, pieces of data are individual pieces of information measured in bytes of electronic traffic and which may be indicated in aggregation volumes of kilobytes, megabytes, gigabytes and terabytes.

**“ICASA”** means The Independent Communications Authority of South Africa as established in terms of the ICASA Act 13 of 2000 as amended.

**“POE device”** means Power over Ethernet and is a device which connects to an external power source and then supply power to a secondary device or devices over a network cable to exclude the necessity for secondary device to directly connect to a conventional power outlet

**“RICA”** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002.

**“Service Provider”** means *(Dependant on the subscriber’s geographical location the relevant registered Zenzeleni Networks entity will be assigned)* \_\_\_\_\_

**“The Service”** means the internet access package and/or related services such as hosting and mailbox provision as requested and agreed upon by the Subscriber and provided by the Service Provider;

**“Uncapped Services”** means an uncapped internet service which may have certain limitations applied in terms of a fair usage policy.

### 1. Termination

This Agreement may be terminated in the following ways:

- a. By giving 1 calendar months’ notice by email, fax or to the chosen domicile address for service of legal notices of the other party; no cancellations will be accepted telephonically;
- b. At the discretion of the Service Provider in the event of the failure by the Subscriber to pay any monthly subscription or other fee or charge due to the Service Provider timeously;
- c. A material breach of these Terms and Conditions of Service or the Acceptable Use Policy (AUP) incorporated therein.
- d. Any service or order is subject to cancellation by the Service provider due to Acts of God, or from any cause beyond control of the Service Provider, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.



## **2. Requirements for commencement**

For the purpose of compliance with the requirements of RICA, the Subscriber hereby agrees to provide the Service Provider with:

- a In the case of a natural person:
  - i a certified copy of his/her South African Identity document or passport;
  - ii proof of residential, postal or business address (original or certified copy).
- b In the case of a juristic person (company/trust/NPC):
  - i a certified copy of its representative's South African identity document or passport;
  - ii proof of its representative's residential and postal address (original or certified copy);
  - iii proof of its registered, postal and/or business address (original or certified copy);
  - iv a certified copy of the its registration/incorporation certificate; and,
  - v a certified copy of its letterhead.

## **3. Increases in rates & refunds**

- a. The Service Provider reserves the right to increase applicable rates in the event of any increase in the cost of bandwidth or any other facility provided by an upstream service provider. The service provider will notify the Subscriber of such increase in writing, as soon as reasonably possible, upon receiving the approval from ICASA of such increases.
- b. The Service Provider reserves the right to amend subscription rates at its discretion and such amended rates shall be effective thirty days after notification of the amendment is communicated to the Subscriber.
- c. There will be no refunds of subscriptions already paid to the Service Provider.

## **4. No warranties**

- a. The Service Provider makes no warranties, express or implied, regarding the Service provided, including but not limited to the availability thereof or the correctness or suitability thereof for the purposes of the Subscriber. The service is provided "as is" and "as available".
- b. Without limitation of the foregoing, the Subscriber expressly acknowledges that the Service Provider is reliant on service provision from third parties, the performance of which is beyond the Service provider's control.

## **5. Disclaimer and indemnity**

- a. To the fullest extent possible the Service Provider disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential



loss or loss of profits, resulting from the use of or inability to use the Service in any manner or from reliance on the Service in any way.

- b. The service provider shall not be liable for any claims or damages arising from any deficiency of any nature whatsoever in the Service supplied due to factors outside their direct and reasonable control. This includes the actions of Third parties or indirect agencies that are not associated with the Service Provider or its employees or owners. This waiver of liability does not include the negligence on behalf of the Service Provider, its employees or agents.
- c. Users agree to indemnify and hold harmless the Service Provider, its members, employees, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or regarding this Agreement and/or the Subscriber's use of or inability to use the Service.
- d. The Subscriber acknowledges that he/she remains solely responsible for his/her own security and privacy. Subscribers are strongly advised to install firewalls and anti-virus software for their own protection.
- e. The Service Provider accepts no responsibility for network downtime or any materials (ebooks, audio, video, pictures and software) downloaded using our network. Such materials may be copyrighted and use thereof without the copyright holder's consent is illegal.
- f. Subscribers remain liable for any data usage. Subscribers are to take note that any device which can make a connection to the Subscriber's network or any other Subscriber device connected to the Service Provider's CPE, may result in data usage. Such devices include but are not limited to smart phones, smart TVs, DSTV decoders, tablets, PCs, notebooks, servers, Blue Ray players, security cameras or any other network/WiFi enabled devices. It remains the Subscriber's responsibility to protect access to its network and data usage by setting up password and/or any other relevant protection.
- g. The Subscriber acknowledges and accepts that:
  - i. The Service and/or system is not wholly operated by the Service Provider.
  - ii. The availability and/or quality of the services may be affected by factors, including but not limited to, the system, the device and accessories used with the device, total of number of devices connected and using the Service, atmospheric conditions, radio frequency disturbances and other factors beyond the control of the Service Provider.
  - iii. While the Service Provider will take all reasonable steps to ensure that the Service are provided in accordance with this agreement, the Service Provider cannot and does not guarantee or undertake that the Services will be provided at all times and accordingly the parties agree that the Service Provider will not be liable for any direct or indirect loss and/or damage of any nature whatsoever or howsoever arising that may be sustained by the Subscriber as a result of any faults or interruptions in provision of the Service.



**6. Prohibition on sub-letting of the service provided**

- a. The Subscriber may not cede, sub-let or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained using the Service.
- b. The Subscriber is prohibited from reselling the Service in any manner whatsoever.

**7. Compliance with Acceptable Use Policy (AUP)**

1. The Subscriber hereby acknowledges that they have read and agreed to the provisions of the Service Provider's Acceptable Use Policy and that a failure to observe such provisions may lead to the suspension and/or cancellation of this Agreement and the provision of Services. A copy of the AUP is available on the Service Providers website.
2. The Subscriber hereby warrants and undertakes in favour of the Service Provider that the Subscriber:
  - 2.1. will not use or allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services;
  - 2.2. will only use the Service in accordance with the manufacturers' instructions and for the purpose and in the manner for which it is intended.
  - 2.3. will comply with all relevant legislation and regulations and all instructions issued by any governmental authority or by the global network operator(s) and/or wireless service operators, regarding the use of the Service.
  - 2.4. will not act or omit to act or allow others to do so, in any way likely to damage, disrupt or interfere with the Service Provider's network or system or cause the quality of the Service to be impaired or interrupted in any manner whatsoever.
  - 2.5. Subscriber property and property supplied to the Subscriber will be retained at the Subscribers risk. The Service Provider will take all reasonable steps to exercise care, diligence and skill in managing and handling the property of the Subscriber. However, the Service Provider cannot be liable for damage incurred due to events and circumstances beyond their direct and reasonable control. It is the duty of the Subscriber to ensure that his property is adequately insured.
  - 2.6. the CPE must be used in accordance with the Service Provider or the manufacturer's instructions, as the case may be.
  - 2.7. will only use the CPE provided by the Service Provider and in doing so shall comply with any applicable legislative and/or regulatory obligations which may, from time to time be imposed, in relation to the use of CPE's and the provision of Services, in addition to any directives issued to this extent by the Service Provider itself
  - 2.8. recognises that no right, title or interest in the software contained in the CPE, issued to the Subscriber, vests in the Subscriber



ix. will not, nor permit any third party, to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE

## **8. Invoicing and Payment**

- a. The Subscriber shall be liable for a once off installation fee as per quote from the Service Provider and this fee must be paid in full before any installation commences. If the Service Provider cannot connect the Subscriber to the Service Provider's network due to any reason, the installation fee will be refunded in full
- b. The Subscriber expressly consents to receiving all invoices and other notices and notifications by electronic mail
- c. The Subscriber shall pay the service provider in advance for the Service rendered on or before the 1<sup>st</sup> day of each month. If payment has not been made by the 5<sup>th</sup> of each month, the Service Provider reserves the right to disconnect the Services for overdue accounts, while the Subscriber shall continue to be liable for the Service until the conditions of notice have been fulfilled
- d. Debit order payments may be processed to collect payments for previous months if they have not been collected yet. Alternate payment dates may be arranged and need to be confirmed in writing and signed by both parties.
- e. Subscribers whom provide their own hardware for connecting to the Service Provider's CPE will carry the cost associated with connecting, maintaining and setting-up of such devices.
- f. Capped Wireless Service Subscribers who select to load extra data via any medium available, shall be liable for such data costs and will receive an invoice via electronic mail. The Service Provider's system is setup to send the Subscriber an email message relating to usage, but the Service Provider cannot guarantee that the Subscriber will receive such message. It remains the responsibility of the Subscriber to manage their own data usage.
- g. All Services are billed in advance and a pro-rata amount may be due depending on the date when the installation is complete and the Service initiated.

## **9. Data Volumes and Line Speed**

- a. Data usage will be calculated as a total sum of bytes sent to and received from the internet by any device connecting through the Service Provider's CPE at the Subscriber's service location.
- b. Line speed is indicated and calculated in bits per second (bps) and may be indicated in kbps (kilobits per second) or mbps (megabits per second).  
i. 1kbps = 1024 bps  
ii. 1Mbps (1Meg line speed) = 1024 kbps (kilobits per second)
- c. Uncapped Services may have limitations on connection speed implemented where applicable based on the Service usage over a certain period (the term may be referred to as thresholding or throttling) to provide an uncapped data allocation at a more affordable price.

## **10. General provisions**



- a. Illegal use of any networking software or hardware to bypass the standard of the Service Provider's configuration and regulation is strictly forbidden.
- b. Save as provided in clause 9(j), no variation of these terms and conditions will be binding on either party unless reduced to writing and signed by or on behalf of both parties.
- c. The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over their person in respect of any legal proceedings arising out of these Terms and Conditions and to the payment of all costs on an attorney-and-client scale including VAT, tracing fees and collection commission in respect of any legal proceedings instituted by the service provider pursuant to the entering into of this Agreement.
- d. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
- e. This Service Agreement and Terms and Conditions contain the record of the entire agreement between the Service Provider and the Subscriber. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor waiver of the right to enforce such provision.
- f. All CPE equipment that connects to the wireless network of the Service Provider must be and will remain the property of the Service Provider unless indicated otherwise, by the Service Provider, in the service Agreement. The Service Provider must have access to all CPE equipment connecting to its network at all reasonable times.
- g. At termination of the Service, the Service Provider has the right to remove all CPE equipment leased to the Subscriber and/or belonging to the Service Provider, from the Subscriber's property or installation address, and the Subscriber irrevocably agrees to the removal of such CPE equipment and has no right to claim ownership.
- h. Normal business day shall be from Monday to Friday 08:00 to 16:30 and exclude any public holiday.
- i. The Service Provider shall be entitled from time to time to issue in writing such reasonable instructions as it may deem to be necessary in respect of the use of the Service or be in the interest of safety or quality of service and the Subscriber shall be bound by all such reasonable written instructions which shall be deemed to form part of this Agreement.
- j. The Service Provider may, for the duration of the Agreement and at its sole discretion, upgrade and/or replace CPE installed at the Subscriber's premises from time to time.

**11. Notices and domiciles / address for service of legal notices**

- a. The parties choose as their domicile or address for any notices in terms of this Agreement, as reflected on the Application Form of which these terms and conditions form a part. Notices may also be given in the form of a data message (e-mail).
- b. Data messages, including e-mail messages, sent by either party to the other be deemed to be received only when acknowledged (read receipt) or responded to.



- c. Any notice sent by facsimile shall be deemed to have been received by the other party by close of business on the business day following the sending of the fax.

**For Subscriber**

I declare that to the best of my knowledge the information I provided in this service agreement is correct and that I have read and understood the terms and conditions of this service agreement as provided by the service provider and accept it as binding. I am authorised to sign this agreement.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Full Name of the Person Signing: \_\_\_\_\_

Authorised Signature \_\_\_\_\_

**Service Provider**

For \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Full Name of the Person Signing: \_\_\_\_\_

Authorised Signature \_\_\_\_\_



**Zenzeleni community networks – rates – August 2019**

AP Dedicated to Customer (Access Fee + Data)		Excl. VAT	Incl. VAT
Access Fee	4Mbt/2Mbt	R265.22	R305.00
	8Mbt/3Mbt	R343.48	R395.00
	10Mbt/5Mbt	R430.43	R495.00
	10Mbt/10Mbt	R508.70	R585.00

Data per Gig (Billed for Actual Usage)	1 - 50 Gigs	R2.00	R2.30
	51 - 100 Gigs	R1.90	R2.19
	101 - 200 Gigs	R1.75	R2.01
	210 - 500 Gigs	R1.60	R1.84
	501 Gigs >	R1.50	R1.73

WIFI Hotspot Packages				
2Mbt/1Mbt (Shaped/Best Effort)	Valid Period	Gigs	Rate P/Gig	Total
Month Voucher	32 Days	Uncapped	R21.74	R25.00
Half Voucher	14 Day	Uncapped	R13.04	R15.00
Weekly Voucher	7 Day	Uncapped	R8.70	R10.00
Weekender Voucher	3 Days	Uncapped	R4.35	R5.00

5Mbt/2Mbt (Unshaped/Priority)	Valid Period	Gigs	Rate P/Gig	Total
500Gig	12 Month	500	R4.00	R2,000.00
400Gig	12 Month	400	R4.50	R1,800.00
300Gig	12 Month	300	R5.00	R1,500.00
200Gig	12 Month	200	R5.50	R1,100.00
100Gig	12 Month	100	R6.00	R600.00
50Gig	12 Month	50	R6.50	R325.00
20Gig	12 Month	20	R7.00	R140.00
10Gig	12 Month	10	R7.50	R75.00



Installation and Additional Services			
Service	Incl. VAT	Excl. VAT	Payment
CPE installation *	R1,500.00	R1,304.00	Once-Off
Indoor access point	R850.00	R739.00	Once-Off
Unifi ceiling mounted access point	R1,680.00	R1,461.00	Once-Off
Fixed IP	R78.00	R68.00	Monthly
Hosting & Email	R114.00	R99.00	Monthly
Domain Registration (co.za & org.za)	R90.00	R78.00	Once-Off

*\* The CPE shall remain the property of Zenzeleni networks. The customer shall be responsible for insuring the CPE against theft and damage. All equipment carries a 12 month warranty.*

Summarised Terms and Conditions - for detailed terms, please refer to the attached agreement

1. All equipment and installation orders are payable in full, prior to installation.
2. Installations are based on a max cable run of 50m and installation time of 1.5 Hours. Any additional requirements will be quoted as per the Customer requirements.
3. Debit Order facilities are available.



## Subscriber details

I/We, \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "the Subscriber") hereby make application Broadband Telecommunications Services. In support of this application, the following information is furnished:

1. Legal entity type (please tick)

<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Partnership	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Private Co.	<input type="checkbox"/> Individual
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2.

2.1. Name (Business or Individual) \_\_\_\_\_  
\_\_\_\_\_

2.2. Trading name \_\_\_\_\_

2.3. SA ID Number or Company Registration number \_\_\_\_\_

2.4 VAT number (If applicable) \_\_\_\_\_

3.

3.1. Postal Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

3.2 Physical Address \_\_\_\_\_  
\_\_\_\_\_

3.3 Delivery Address \_\_\_\_\_  
\_\_\_\_\_

3.4 Registered Office Address \_\_\_\_\_  
\_\_\_\_\_

3.5 Telephone Numbers Area Code (\_\_\_\_\_) \_\_\_\_\_

3.7 Cellular Number \_\_\_\_\_

3.8 e-Mail Address \_\_\_\_\_

3.9 Name, Address, and Contact number of landlord \_\_\_\_\_  
\_\_\_\_\_

3.10 Person responsible for account payment: \_\_\_\_\_  
\_\_\_\_\_

