

**iUNCAPPED
PRODUCT SPECIFIC TERMS AND CONDITIONS – INTERNET ACCESS**

THESE PRODUCT SPECIFIC TERMS AND CONDITIONS ARE CONCLUDED IN CONJUNCTION WITH THE iUNCAPPED GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICE ORDER FORM WHICH SHALL ALL BE READ AS ONE AGREEMENT.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalised terms not defined in these Product Specific Terms and Conditions shall have the same meaning as defined in the iUncapped General Terms and Conditions;
- 1.2. Unless inconsistent with the context, the words and phrases set out below shall mean as follows:
 - 1.2.1. **“Access Circuit”** means a wired or wireless electronic network service provided by iUncapped or a Network Operator and which is installed at the Customer Premises;
 - 1.2.2. **“Best Effort”** means the quality of service (for example packet transmission, upload or download speeds) cannot be guaranteed by iUncapped;
 - 1.2.3. **“Internet Service”** is a Service that is layered over the Access Circuit and allows the Customer to send and receive data packets across the internet;

2. SERVICE DESCRIPTION AND EXCLUSIONS

The Internet Service provides the Customer with access to the Internet for the transmission and delivery of data packets to and from other networks at the maximum rates set forth in the Service Order Form. The Internet Service does not include support of local area networks (including Customers’ Wi-Fi networks, security or any other ancillary services. Where such services are offered by iUncapped, those services must be ordered by the Customer and are subject to their own product specific terms and conditions.)

3. FEASIBILITY STUDIES

- 3.1. The provision of Access Circuits is subject to feasibility studies.
- 3.2. Desktop surveys are performed to conduct initial feasibility studies in order to assist with estimation of availability, lead times and costs.
- 3.3. Network Operators may amend feasibility results during implementation of a Service when circumstances arise that were not foreseeable during desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to unforeseen factors.
- 3.4. When a Network Operator amends a feasibility result it may lead to the Access Circuit being reclassified from “feasible” to “not feasible” in which event any agreement that iUncapped and Customer have concluded will be extinguished.
- 3.5. Amended feasibilities may also lead to increased installation costs or installation lead times. In the event of changes to the feasibility results the Customer agrees to hold iUncapped harmless and to cooperate with iUncapped in good faith to conclude amended terms and conditions that accommodates such changes.

4. INSTALLATION OF AN ACCESS CIRCUIT

- 4.1. The duration to install an Access Circuit is subject to many factors which are outside the control of iUncapped or the Network Operators. These include, but are not limited to, obtaining approvals from municipalities, roads agencies, utilities providers, other Network Operators, private landowners, and landlords. Construction work may be affected by inclement weather conditions.
- 4.2. **Installation times are therefore only estimates.**
- 4.3. iUncapped shall request the Network Operator do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of an Access Circuit. Should the Customer terminate the Agreement before an Access Circuit is installed, the Customer shall be obliged to pay to iUncapped a termination fee as set out in the General Terms and Conditions.
- 4.4. The Customer shall be responsible for making available, at no cost to iUncapped, power, space, including mast space, ducting and other facilities for the purposes of housing the Network Operator's equipment required for the provision of the Access Circuit to iUncapped. The Customer shall ensure that the Customer's Premises are accessible at any reasonable time as may be required by iUncapped to fulfil its obligations under this Agreement.
- 4.5. The Customer acknowledges that he/she/it is solely responsible for obtaining landlord approvals and consents necessary for the installation and use of the Services.
- 4.6. In the case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Customer's Premises, are not included in the provision of the Service and are the Customer's sole responsibility. Any costs associated to utilise the telco entrance / meet-me-room shall be for the Customer's account.
- 4.7. After installation, the Network Operator supplies, configures and tests the Access Circuit.
- 4.8. Each Network Operator defines its own standard installation. If the installation is considered a non-standard installation by the Network Operator and/or a re-installation or move of network coverage is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Access Circuit. Such costs shall either be charged by the relevant Network Operator directly to the Customer, or through iUncapped, depending on the business model of the Network Operator.
- 4.9. At any point after installation of an Access Circuit, iUncapped shall be entitled to replace the Customer's Access Circuit with any other Access Circuit provided that:
 - 4.9.1. the replacement of an Access Circuit does not result in the Customer incurring any additional charges; and
 - 4.9.2. the quality of the new Access Circuit is equal to, or better than, the replaced Access Circuit.
- 4.10. Once the Network Operator has installed and tested the Access Circuit, it will generally provide iUncapped with a ready for service notification. The Service Commencement Date is the date that iUncapped notifies the Customer that the Service is ready for use, alternatively the date on which the Service is first used by the Customer, whichever occurs first.

- 4.11. Installation of the Service expressly excludes setting up the Customer's computer, email account or supporting internal network.

5. THROUGHPUT RATES AND IP ACCESS

- 5.1. Access to and across the iUncapped IP network is at the maximum throughput rates set out in the Service Order Form.
- 5.2. The global Internet is by design Best Effort in nature and no individual service provider has any ability to control the reliability of the Internet beyond its own network. Due to the Best Effort natures of the Internet, maximum throughput rates cannot be guaranteed.
- 5.3. Technical support should be requested only where the performance of the Access Circuit is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.
- 5.4. Web-based speed-tests are not reliable and will not be accepted by iUncapped as conclusive proof of non-performance or breach of contract.
- 5.5. If a support call is logged with iUncapped, iUncapped shall use industry accepted tests in a controlled test environment to verify the performance of the Access Circuit. iUncapped's tests shall be conclusive.

6. CUSTOMER PREMISES EQUIPMENT ("CPE")

- 6.1. Unless otherwise provided for in the Service Order Form, ownership of the CPE shall at all times remain vested in iUncapped.
- 6.2. The CPE will be provisioned with a standard configuration in respect of the ordered Service.
- 6.3. The Customer must identify a suitable location for the CPE. 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 Network Coverage is not greater than 2 (two) metres. Non-compliance with this clause may result in a degraded Service, for which iUncapped cannot be held liable.
- 6.4. In the event of failure of any component making up the CPE, iUncapped will repair or replace (at iUncapped's discretion) the affected component where such failure is covered by the warranty of the original network coverage manufacturer. Where such CPE is replaced, the Customer must return the affected CPE component to iUncapped.
- 6.5. The Customer accepts liability for any costs incurred by iUncapped as a result of repair or replacement of CPE where the failure was caused by the Customer's use, misuse or changes to the CPE.
- 6.6. Responsibility for the IP configuration in respect of the CPE lies with iUncapped.

7. IP ADDRESSES

Any public/static IP address allocated by iUncapped to the Customer remains the property of iUncapped and the Customer will have a limited, non-transferable licence to use such IP address for the Service Term.

8. SECURITY

- 8.1. The Customer acknowledges that it is solely responsible for all security measures required in respect of the Service and iUncapped shall not be held liable for any losses arising out of any security breaches of the Customer's Service.
- 8.2. iUncapped shall not be liable to the Customer for any losses of whatsoever nature arising from malware, ransomware, phishing, vishing, or any similar malicious attack on the Customer.

9. RELOCATION

- 9.1. The Access Circuit is provided at the Customer's Premises in accordance with the address provided on the Service Order Form.
- 9.2. Unless specifically agreed in writing to the contrary, Customer's relocation will be processed as a termination of the current Internet Access Service and a new contract for Internet Service at the new premises. Cancellation penalties imposed by Network Operators may apply, and Customer agrees that such penalties may be passed through to Customer by iUncapped.
- 9.3. All requests for the Access Circuit at new premises shall be subject to a feasibility study as set out in clause 3 to determine whether a Network Operator has adequate infrastructure or Network Coverage in order to provide the Internet Services at that specific location.
- 9.4. If, after a feasibility study has been conducted it is found that:
 - 9.4.1. it is not feasible to provide the Services at the alternative Customer Premises;
or
 - 9.4.2. a new Access Circuit will not be installed by the time the Customer moves to the new Customer Premises;then iUncapped shall suggest an alternative Service to be provided to the Customer as a replacement service and, notwithstanding the provisions of clause 9.2, the Customer shall be obliged to procure from iUncapped such replacement service as best meets the Customer's requirements.
- 9.5. Services provided on new Access Circuits or as a replacement to the Access Circuit shall be on a new contract term and shall not continue for the duration of the term of the Access Circuit associated to an existing address, unless iUncapped agrees otherwise in writing.
- 9.6. In the event that it is not possible to provide the Customer with an alternative Access Circuit or an alternative Service at the new premises, it shall be regarded with as an early termination and dealt with in accordance with the termination provisions set out in the General Terms and Conditions.

10. IUNCAPPED'S ACCEPTABLE USE POLICY

The use of iUncapped's Services is subject to iUncapped's Acceptable Use Policy which can be found on its website <https://www.iuncapped.co.za>.

11. CHARGES

- 11.1. On installation the once-off installation fee, router delivery costs, administration fee as well as a pro-rata portion of the monthly Charges shall be due and payable within 5 (five) Business Days. Should payment not be received on due date iUncapped shall be entitled to suspend the Service and a re-activation fee shall be applicable.
- 11.2. All Charges are excluding VAT unless expressly stated otherwise.
- 11.3. iUncapped shall be entitled to increase the charges under the following circumstances:
 - 11.3.1. Once per year, iUncapped shall pass an annual increase that will be linked to the increased cost of providing the Services in general;
 - 11.3.2. iUncapped may increase the charges commensurate with increases of charges by Network Operators for the rental of the Access Circuit.

12. FIBRE TO THE HOME (“FTTH”) SERVICES TERMS AND CONDITIONS

- 12.1. Unless otherwise provided for on the Service Order Form, free-to-use CPE of iUncapped’s specifications shall be provided to the Customer subject to the provisions of clause 12.3 below.
- 12.2. The Customer acknowledges that if it is moving from another service provider to iUncapped it is the Customer’s sole responsibility to ensure that it has properly cancelled the services with the erstwhile service provider and that such cancellation has been processed and accepted by the service provider. **iUncapped shall not be responsible for co-ordinating start and end dates of contracts with any other service provider. The risk of overlap of service charges lies entirely with the Customer.**
- 12.3. The Customer acknowledges that where iUncapped has provided the Customer with a subsidized installation and free-to-use CPE the Customer may be liable for a cancellation fee in accordance with the table hereunder in the event that the Customer terminates the Services with 6 (six) months of the Service being activated.

Number of Service Months	Percentage
1	Full Installation Fee + VAT
2	85% of Installation Fee + VAT
3	75% of Installation Fee + VAT
4	65% of Installation Fee + VAT
5	50% of Installation Fee + VAT
6	25 % of Installation Fee + VAT

Example: Installation Fee that is subsidized = R1000. If Customer cancels after 3 months, Customer is liable to a reasonable cancellation fee of R750 + VAT, being 75% of R1000.

- 12.4. The Customer acknowledges that it/he/she shall be liable for the Charges in respect of the cancelled Services for the duration of the cancellation notice period and that the Customer must return the free-to-use CPE to iUncapped within 2 (two) weeks of termination of the Service in good condition, fair wear and tear excluded, failing which iUncapped shall be entitled to levy a replacement fee in respect of the unreturned CPE.

- End of Product Specific Terms and Conditions – Internet Access -