



Broadband Internet

IMPORTANT NOTICE

Your attention is drawn in particular to clauses rendered in these terms. What follows is a summary for your convenience and does not form part of the agreement between you and connec telecoms. It is your responsibility to read the clauses referred to:

- Further documents are also applicable to these terms (clause 2).
- Broadband speeds are provided on a "best-effort" basis, subject to the last-mile constraints and demand on the connec telecoms network at any given point.
- You consent to connec telecoms monitoring your traffic data for accounting purposes and to ensure the connec telecoms system is operating properly (clause 7.1).
- Disclaimer and Limitation of Liability (clause 9).

1. Line Faults and Repairs

- 1.1 connec telecoms will be entitled to assume that the connection provisioned to a Client is in good working order until such time as the Client advises connec telecoms Support of any problems or service breaks.
- 1.2 Any faults or service interruption should be reported via one of the channels available on the connec telecoms website.
- 1.3 The last mile provider will attend to faults reported by the Client as per the Service Level Agreement and the relevant party will apply its reasonable endeavours to have the service restored in the shortest possible time.
- 1.4 IF THE LAST-MILE PROVIDER DETERMINES THAT THE FAULT REPORTED BY THE CLIENT WAS CAUSED BY THE CLIENT, THE CLIENT SHALL BE LIABLE FOR PAYMENT OF THE RELEVANT CALL-OUT CHARGE AS DETERMINED BY THE LAST-MILE PROVIDER FROM TIME TO TIME.

2. Applicable Documents

- 2.1 The provision of connec telecoms Services are subject to Terms and Conditions.
- 2.2 The following legal documents accordingly apply to the provision of connec telecoms Services and are binding on any subscriber to such service:
 - 2.2.1 connec telecoms Acceptable Use Policy (AUP), available on the connec telecoms Website;
 - 2.2.2 connec telecoms Service Level Agreement (SLA), available on the connec telecoms Website;
 - 2.2.3 connec telecoms General Terms and Conditions, available on the connec telecoms Website;
- 2.3 Clients and potential clients are encouraged to familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

3. Service availability and confirmation of service availability

- 3.1 The availability of Services is subject to the following:
 - 3.1.1 Valid and operational last mile provider service.
- 3.2 POTENTIAL CLIENTS SHOULD CONFIRM THE AVAILABILITY OF THE LAST-MILE PROVIDER SERVICE IN THEIR PARTICULAR LOCATION PRIOR TO PURCHASING OR ORDERING ANY SERVICE OR HARDWARE FROM CONNec TELECOMS. THE AVAILABILITY OF SERVICES CAN BE CHECKED VIA ONE OF OUR SALES REPRESENTATIVES.
- 3.3 Applicants will be advised after a site assessment whether the relevant service can be provided.

4. Service Credit

- 4.1 If the Client wishes to make a claim for service downtime, the Client must log a dispute with connec telecoms, which will take the matter up with the relevant last mile provider. Any refund will be made to the Client by connec telecoms, which has sole discretion whether to accept the Client's claim. Such credit will exclude any claims for Slow Access, Intermittent Service and any other fault type except No Service faults.
- 4.2 The calculation of time periods for the purpose of calculating any service credit shall only commence upon the reporting of any fault to connec telecoms Support.

5. Cancellations

- 5.1 Cancellations are made as per the General Terms, and will only be accepted via email.
- 5.2 Cancellation of any service is the Client's responsibility. The Client is responsible for ensuring that such cancellation of service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the Client to specifically indicate a required process. Should the Client incorrectly complete the cancellation process, connec telecoms will not be liable for any additional costs or compensation to the Client due to the error.

6. Amendments

- 6.1 Amendments to these terms and conditions will be made as set out in the General Terms.
- 6.2 The Last Mile provider's Standard Terms and Conditions for the provision of Services also apply to this Service, and may change from time to time. The Client is obliged to check for changes to such terms.

7. Monitoring of Usage

- 7.1 connec telecoms monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service Terms and our Acceptable Use Policy.

8. Identity Verification Requirements (RICA)

- 8.1 Use of the Services is subject to ID verification and proof of address, required by RICA (the Regulation of Interception of Communication Act of 2009). Clients are required to email or fax the relevant documents;
 - 8.1.1 full coloured, clear, legible copy of their valid Identity Document or Driver's License.
 - 8.1.2 Non-South African citizens may submit a copy of their valid Passport or International Driver's License.
- 8.2 Verification documents must contain photo identification.
- 8.3 Failure to produce ID verification for an account will result in the product not being activated, regardless of any pro-rata amounts billed.

- 8.4 Should the Client cancel all current valid connec telecoms Services, ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified connec telecoms Services remain active.

9. Disclaimer and Limitation of Liability

- 9.1 connec telecoms accepts no liability for any loss or damage to the property or equipment of the Client arising out of the provision, installation or maintenance of the service.
- 9.2 APPLICATION FOR, USE OF, AND SUBSCRIPTION TO THIS SERVICE IS AT THE SOLE RISK OF THE CLIENT OR APPLICANT.

10. Connect with connec telecoms and Save up to R3500 Offer

- 10.1 As of 1 August 2017 and until further notice, connec telecoms is offering a One-Time credit for all clients towards costs incurred when signing up for Wireless Broadband with connec telecoms.
- 10.2 The overall amount of up to R3500 can be used to offset installation and hardware costs should a user sign up for a new Wireless connection.
- 10.3 Should a user cancel their connection with us before 18 months of service, they will be charged a pro-rated amount to recover the initial offer extended. What this means is, for example, if a user receives an overall credit of R3500 on signup, and cancels after 9 months, that they will be charged an amount pro-rata for the remaining 10 months – in the case of this example that would equate to R1750. This is to cover the capital outlay incurred by connec telecoms to provision infrastructure and hardware required in facilitating the wireless connection to users.

11. Wireless Hardware

- 11.1 All hardware provided by last-mile providers will remain property of said last-mile provider into perpetuity.
- 11.2 Should a user cancel their service, they will be required to return the hardware of the last-mile provider as the hardware is provider specific.
- 11.3 Routers provided by connec telecoms will remain the property of users upon cancellation (subject to any outstanding fees). Routers can be re-used when switching providers and as such do not need to be returned to us.
- 11.4 Connec (Pty) Ltd will not be held liable or responsible for your internal network or devices used on your internal network, this will include but not be limited to, network switches, wireless repeaters, gaming consoles, TV's, TV Boxes, Access Points, Mesh devices, Cellphones, Personal Computers, Laptops etc. Connec (Pty) Ltd will not be responsible for the proper functioning of your internal network or devices used on your internal network, this will include but not be limited to, network switches, wireless repeaters, gaming consoles, TV's, TV Boxes, Access Points, Mesh devices, Cellphones, Personal Computers, Laptops etc. Wifi signals and wifi speeds can be negatively affected by numerous external factors that cannot be controlled by Connec (Pty) Ltd, and Connec (pty) Ltd cannot be held liable or responsible for poor wifi signals and wifi speeds. The only way to correctly test if the service is working properly is by doing a speed, packet loss, and latency test while connected directly to the main router, using a cable, with no other devices connected or any background services running.