



IMPORTANT NOTICE

PROCEDURES

&

TERMS AND CONDITIONS

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I. Schedule of procedures

Repairs / Fault Logging

Logging a fault

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 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.

Turnaround times and working hours

- ❖ Approximate estimated turn-around time to client's premises
 - Within 24 hours / next working day

- ❖ Approximate estimated turn-around time to Tower Repair
 - Within 4 hours

- ❖ First line support working hours

Monday – Thursday	07:30am – 17:00pm
Friday	07:30am – 15:00pm

- ❖ After Hours Support working hours (telephonic support only)

Monday – Thursday	17:00pm – 21:00pm
Friday	15:00am – 19:00pm
Saturday	09:00am – 13:00pm

II. Billing and Accounts

Installation date

(Start of Month 1)

The pro-rata monthly fee and installation charge (if applicable) will be included on the first month's 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

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.

III. Maintenance and Insurance of Equipment

Insurance

All Wireless 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

Approximate value of equipment can be supplied if required.

Maintenance

Should Easyweb Internet be called out to site to resolve an issue that is not a fault of Easyweb, the client will be charged for labor and travel.

Example: Power plug is switched off

The client will not be charged Labor and Travel for the following reasons:

CPE Equipment/Hardware faulty (aerial on roof)

- Subject to exclusion of Force Majeure, theft and malicious damage

Cost

	Normal Rate	After Hours Rate
Labor	R 450.00 excl.	R 650.00 excl.
Travel	R 6.10 excl.	R 6.10 excl.

Prices are subject to change without notice

IV. Cancellations

Cancellation procedure is as follows:

- Send an email to 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.

V. Relevant Department Contacts

Department	Email Address
Sales & Information	info@easyweb.co.za
Support	support@easyweb.co.za
Accounts	accounts@easyweb.co.za
Complaints	complaints@easyweb.co.za
Compliment and Management	management@easyweb.co.za
Other Contact Details	
Contact Numbers	(086) 1 EASYWEB (010) 001 5200
Fax Number	(086) 682 9403
Website Address	www.easyweb.co.za
Physical Address	Unit 6, Fish Eagle Office Park Kingfisher Crescent Meyersdal, 1447
PO Box	P.O. Box 6204, Meyersdal 1447

VI. Frequently Asked Questions (FAQ's)

Equipment

1. Does the wireless equipment belong to the client?

No, it is on a rental basis and is already included in data line speed monthly cost.

2. Do I require a Telkom line?

No

Billing and Accounts

1. If I sign a contract immediately and there is no signal, am I still liable to charges?

No, if Easyweb cannot get signal, the contract becomes Null and Void.

2. Am I only billed in the beginning of the month?

You are billed from the day your service is activated, if your service is installed in the middle of the month your invoice will include the following:

- a. A pro rata amount from the date of activation, until the end of the 1st month.
- b. You will also be billed the Monthly Recurring Charge (MRC) or subscription fee for the upcoming month.
- c. The Non-Recurring Charge (NRC) if any, as specified on your Standard Quotation Sheet (SQS).
- d. Invoices have a 7 day payment period, so charges raised in November in advance for December will be payable in the first of December.

3. What happens when I have a change in service during the month?

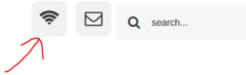
You are billed from the day your service is activated, if your service is installed in the middle of the month you will be billed as follows:

- a. A pro rata amount from the date of activation, until the end of the 1st month of the new service.
- b. A reversal pro rata amount for the discontinued or old service (If it's a replacement service)
- c. You will also be billed the Monthly Recurring Charge (MRC) or subscription fee for the upcoming month for the new service or product.
- d. A reversal of the advance charges for the discontinued or old service, if applicable

4. How do I log onto my account to check my data usage and statistics?

Go to www.easyweb.co.za

Click on the wireless button as shown below (top right corner home page)



Enter User name and Password.

- Main page shows users package information
- Click on top left corner to view “traffic report”

5. What happens if I move nationally e.g. from Johannesburg to Cape Town?

We will assess the area you are moving to has Easyweb coverage. Once we have assessed this, we will assist you with changing service areas.

Miscellaneous

1. How do power outages affect my internet connection?

All Easyweb towers have backup power to last up to 24-72 hours.

Clients are responsible for their own backup power solution at their premisses.

2. Does weather affect my connection?

To a degree, yes weather factors do cause issues with regards to wireless connectivity.

Lightning causes an electromagnetic field when it strikes and thus can interrupt connectivity during that period of time.

Rain creates a specific frequency depending on the rate it falls. This frequency of the rain can interrupt the wireless frequency if they match each other. However, this happens very seldom and the probability of this is very slim.

Cloud density does not effect wireless connectivity.

- Unless cloud cover is at ground level, then yes this can cause refraction of wireless signal.

3. How long does it take to port a telephone number?

Duration : 10 – 15 working days

Cost : R 249.00 excl. per number

4. What does “maxing out” my connection mean?

In simple terms it means you are using up all the speeds available to you. All broadband connections will have a maximum speed that can be achieved. The maximum speed indicates the total achievable speed available to your home/business, not to each individual device. If there are a number of devices in use, or if some devices are, for example streaming high definition video or running large downloads, the bandwidth available to the home/business may be completely in use, and as such is ‘maxed out’. When this happens, some or all devices may appear to have a slow connection.

Solution

- a. Check all your devices connected on the network that they are not downloading.
- b. It is very important to have a good anti-virus programme installed and up to date on each device.

With cloud storage you can turn off automatic backups and instead backup your data when you choose to.

Likewise with updates and backups you can choose when you want these to update. For TV and video streaming, check the setting as some streaming services such as Netflix will automatically stream in HD. By changing the definition to standard or low you use much less data.

With online gaming you can choose to run updates and downloads overnight as this will not affect your fair usage.

- c. If you still not able to resolve the issue, send a mail to support@easyweb.co.za to see which device is using the full capacity of the line.

5. Why does my line speed get slower when more devices are connected?

A Line speed that is supplied to client’s premises is for the entire network, not per an individual user within the client’s premises.

Example: If you take a 10 Meg line for a premises that has 4 users. You get 10 Megs for all the users, not 10 Megs per each user.

VII. Uncapped and Acceptable Fair Usage Policy

To ensure the quality and availability of our internet services Easyweb has implemented several systems to ensure fair usage on all uncapped Internet products. Easyweb makes use of bandwidth shaping and / or throttling to slow down Internet speeds where a customer's behaviour is determined to be excessive or is affecting the user experience of other customers on Easyweb's network.

Customer behaviour which may cause an internet service to be shaped or throttled includes using bandwidth intensive protocols such as peer-to-peer, network news transfer, or performing unattended downloads of large files.

During peak network traffic times Easyweb may also block bandwidth intensive protocols such as peer-to-peer or network news transfer to ensure the user experience of other customers on Easyweb's network is not effected. In the event of such customer behaviour being detected, Easyweb reserves the right to suspend the account of a customer whose usage is continuously affecting Easyweb's network. It is the responsibility of the customer to ensure they have the appropriate package for their type of use.

A Line speed that is supplied to client's premises is for the entire network, not per an individual user within the client's premises.

Example: If you take a 10 Meg line for a premises that has 4 users. You get 10 Megs for all 4 users, not 10 Megs per each user.

Bronze packages

Line Speeds

Line speed service is throttled Monday to Friday (7:00am – 7:00pm) on the download and upload speed to a maximum of 75% of the line speed taken. Line will burst to 100% of the lines capacity for 60 seconds. Line speed service; Monday to Friday (7:01pm - 6:59am), Saturday and Sunday will attain up to the full potential of the line speed taken.



Fair Usage

Once the user has hit the fair usage threshold, services will be dropped to the next lower package group.

I.e. if you have a 10 Meg line and you reach 750 gigs you will be dropped down to a 5 Meg line. As soon as a further 375 gigs is used, line will be dropped to a 2 Meg line.

Fair usage policy is as follows:

Bandwidth shaping policy – Bronze Packages				
Usage	2 Meg	5 Meg	10 Meg	15 Meg
150 gigs	X			
375 gigs		X		
750 gigs			X	
1 125 gigs				X

Silver packages

Line speed service is guaranteed on the silver packages.

Download speed is guaranteed to 100% of the line speed taken.

Upload speed is guaranteed, but is shaped to 50% of the download speed.

Fair usage policy applies to these line speeds and are as follows:

Bandwidth shaping policy – Silver Packages					
Usage	2 Meg	4 Meg	6 Meg	8 Meg	10 Mbps
250 gigs	X				
450 gigs		X			
650 gigs			X		
850 gigs				X	
1 050 gigs					X

Gold packages

Line speed service is guaranteed on the gold packages.

Download speed is guaranteed to 100% of the line speed taken.

Upload speed is guaranteed to 100% of the line speed taken.

There are no fair usage polies or any restrictions applicable to this package group.



VIII. Terms and Conditions

Abbreviation	Definition
CPA	Consumer Protection Act
FIC	Financial Intelligence Centre
POPI	Protection of Personal Information Act
SQS	Standard Quotation Sheet
ICASA	Independent Communications Authority of South Africa

1. Both Parties accept their Physical Addresses as listed on the Internet Service Agreement, as Domicilium Citandi et Executandi for any purposes relating to this agreement.
2. Easyweb agrees to supply, and the customer accepts to pay for, the services detailed under the Schedule of Services/ Items of this agreement.
3. Payments due in terms of this agreement are payable monthly in advance.
4. Should this agreement include the design of a Website, Easyweb retains the copyright of the Website design.
5. This agreement serves as a Pro forma Invoice and no payment shall be withheld by reason of non-delivery of a factual Tax Invoice should the customer require one.
6. Should the customer elect not to use the debit order facility offered by Easyweb, the admin charge listed will apply and the customer agrees to ensure that payment is effected on or before the 1st day of the month in which payment becomes due.
7. Should payment not be received by the 1st working day of the month in which payment becomes due or, should any bank not honour any payment, Easyweb may, without notice, suspend services to the Customer and apply interest at a rate 10.5 % per annum a tempora morae on the outstanding amount. Should the arrears not be paid by the 15th of the month, the agreement will be deemed to have terminated and will the early termination policy of Easyweb be applied and the equipment be collected by Easyweb.
8. Bandwidth selected on demand is payable upfront on non-debit order accounts, at Easyweb's current rate per Gb which may change from time to time. On debit order accounts bandwidth charges will be added to debit order run on demand, the customer accepts variation to the debit order amounts to cover this additional cost.
9. All top ups must be logged via the website – www.easyweb.co.za or email to topup@easyweb.co.za.
10. Easyweb may, from time to time, increase the charges detailed under the Schedule of Services of this agreement provided that Easyweb supplies the customer with a calendar months' notice of the increase.
11. Charges in terms of this agreement, unless otherwise stated, are quoted inclusive of Value Added Tax.
12. This contract will run for a period of 24 months from the date signed overleaf and shall, if not cancelled in terms of the provisions of Section 14 of the CPA, continue on a month to month basis until terminated in writing with 20 business days' notice.
13. The internet service fees and equipment rental fees as stipulated in the schedules is calculated for a minimum duration of 24 months, if the contract is cancelled or breached before the 24 month period has lapsed the customer will be liable to pay a reasonable early cancellation and administration fee calculated in terms of the provisions of Section 14 of the CPA in conjunction with Easyweb's early termination policy.

14. The customer will ensure that the rental items detailed in this schedule are fully covered by an all risks insurance policy for its replacement value. All risk of loss and damage to the equipment resides with the customer for as long as the equipment is installed at the customer's premises, and Easyweb reserve the right to recoup any damages / loss incurred to the equipment due to the failure of the customer to insure the equipment properly. The customer shall, on demand, provide proof of such insurance to Easyweb.
15. Maintenance, configuration and repair of equipment detailed in this schedule is not covered and is subject to Easyweb standard charges.
16. The equipment detailed in this agreement shall remain the property of Easyweb and must be returned at the expiry of this contract in working order and original condition save for fair wear and tear.
17. Downgrades or Upgrades of these services require a written calendar months' notice from the customer and acceptance from Easyweb.
18. The customer consents to the Jurisdiction of the Magistrates Court for all matters relating to this agreement in terms of the provisions of Act 32 of 1944.
19. Any dispute arising out of this agreement or legal action that is instituted by Easyweb due to the customer's breach of contract, the customer hereby agrees that he will be liable for the legal costs of Easyweb on an attorney and client scale.
20. Easyweb reserves the right to substitute services with alternates should the selected technology become obsolete or unavailable in the Republic of South Africa.
21. Any activity that threatens the functioning, security and / or integrity of Easyweb's network, or that brings Easyweb into disrepute, or is unlawful is prohibited.
22. Easyweb prohibits the sending of unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails, and may this service be terminated without notice if it is discovered that the service is used as aforesaid or for the purposes of money laundering, the promotion of terrorism or fraud, and will such conduct in addition be reported to the Financial Intelligence Centre (FIC) and other authorities.
23. By signing this agreement, the customer acknowledges that Easyweb has no power or control over the information passing over the Internet and its applications and cannot be held responsible or liable, directly or indirectly, for any content consequential or inconsequential losses. It remains the customer's responsibility to review and evaluate any content obtained through the use of the Internet and / or Email.
24. Where Easyweb provides a spam and virus filtering system to protect customers from unsolicited mail and viruses, the customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to a customer. The customer acknowledges that Easyweb shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.
25. Easyweb respects the privacy and confidentiality of our customers and our information will not be supplied to any third party unless required by law or for the purpose of recovering of bad debts. The customer further consents, in terms of the provisions of Protection of Personal Information Act (POPI) to the disclosing of personal information, to the extent necessary to enable sub-contractors to perform necessary installation, maintenance or alike services at the customers premises.
26. Easyweb confirms that it has a procedure in place for the notice and takedown of illegal material hosted on our servers.
27. Signed addendums with matching agreement numbers apply to this contract.

28. Easyweb retains the right to withhold the transfer of domain names pending finalisation of this contract or against outstanding monies.
29. To the full extent permitted by law, the customer indemnify and hold Easyweb harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Easyweb's gross negligence or intentional misconduct.
30. To the full extent permitted by law, Easyweb reserves the right to alter, restrict and/or terminate the Services to the customer in particular, or to the public in general, with 20 business days' notice, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be communicated electronically to the customer to the e-mail address reflected on the SQS, and posted on the Easyweb website and will be this agreement be deemed to have been amended accordingly, if the customer does not re-negotiate the agreement and/or if you continue using the Services. The obligation therefore is on the customer to review these terms and conditions at regular intervals
31. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions. The parties are desirous to have the agreement interpreted in such a way to ensure the validity and continued existence of the agreement.
32. Any failure of Easyweb to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless expressly acknowledged and agreed to by us in writing.
33. All Support queries must be logged via the website - www.easyweb.co.za or via email to support@easyweb.co.za. All account queries must be logged via email to accounts@easyweb.co.za. All complaints/ compliments to be sent to management via email to management@easyweb.co.za. ICASA Complaints Procedure can be found at <http://easyweb.co.za/index.php/legal>; any complaints in terms of this procedure can be filed following the process set out therein.
34. In the event that the customer does not comply with the Easyweb terms and conditions under this Agreement and the customer does not correct the failure to comply after receiving a notice from Easyweb requesting the customer to comply within 7 (seven) business days, then Easyweb may immediately terminate this Agreement.
35. This Agreement constitutes the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties
36. No variation, addition or amendments to this agreement will be enforceable by either party if it is not in writing and signed by both parties.
37. Pro-rate invoice amount will be included on the first month's debit order.
38. Easyweb reserves the right to suspend accounts in arrears.
39. If a debit order is rejected two months in a row by the bank, the debit order mandate will be cancelled. Should the customer request to go back onto debit order, a new debit order mandate must be signed. Returned debit orders will be charged a R 15.00 admin fee.
40. Easyweb is not responsible for the; setting up, maintaining and/or configuring the clients internal network or devices.

41. The customer acknowledges that he/she/it understands the Line Speed Test principles and Fair usage policies of Easyweb as is contained in the SQS and as is found on Easyweb's website, and agrees to be bound thereby.
42. By signing this agreement the customer further agrees to comply with the complaint procedure of Easyweb and ICASA, and thereby undertakes not to make use of Social Media such as Facebook, Hello Peter and the like, until such time as the customer has successfully exhausted the agreed complaint procedures. Failure to comply herewith may expose the customer to civil liability to Easyweb in the event of the customer being unable to prove its complaint, and does the customer also agree to an interdict being obtained against the customer at his/her/its cost, should matter be posted on social media prior to the complaint procedure being followed.
43. The customer accepts that they have read and understand the terms and conditions of this agreement.



Thank you for choosing Easyweb