

## Home Fibre Specific Terms and Conditions

Updated: 30/09/2019

### 1. General Notice

- 1.1. This is an agreement between yourself and PacketSky regarding your use of PacketSky products and services and is effective from the date of your acceptance of these Terms and Conditions and will continue until termination of the product or service by either party.

All such usage shall be subject to the terms and conditions contained in this agreement and the policies set out below as read with the General Terms and Conditions and other legal policies and procedures available at <https://www.packetsky.com/legal-policies-procedures/>.

This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account.

In circumstances of the Consumer Protection Act, 2008 ("the CPA") being applicable to this Agreement, the provisions of the CPA shall prevail in the event of a conflict between any provision of this Agreement and the provisions of the CPA

### 2. PacketSky Billing Terms

#### 2.1. General

- 2.1.1. PacketSky will provide you with an itemised bill or invoice on request or where this is specified as part of the services provided to you.
- 2.1.2. PacketSky's billing cycle runs on a calendar month basis. Products and services are pro-rated from the date of activation of your service by the service provider until the end of the first month of service.
- 2.1.3. Accounts are due within 7 days of invoice date ("Due Date") shown on all invoices received from PacketSky, unless agreed otherwise. PacketSky retains the right to impose, subject to a notice period of 7 business days, a credit limit on any of its customers as and when it sees fit.
- 2.1.4. PacketSky will provide a service to you, as chosen by you, for the period of time ("the Term") corresponding with the payment plan specific to you or as otherwise specified in the product terms and conditions relating to the particular product or service supplied by PacketSky. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated.

#### 2.2. Payment methods and fees

- 2.2.1. PacketSky only accepts payments via debit order (<https://sagepay.co.za>) and SagePay's Pay Now Gateway on our portal (<https://portal.packetsky.com/portal>), which allows for secure payment of your invoices via Credit Card, Instant EFT, Cash via Participating Retail Outlets, MasterPass and Visa Checkout.
- 2.2.2. A processing fee of R50.00 (Incl. Vat) is charged on all returned debit orders.
- 2.2.3. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa and the transaction currency is South African Rand (ZAR).
- 2.2.4. Should any payment/s be made by EFT, it will be your sole responsibility to ensure your payment/s are made using the correct beneficiary reference as indicated on all invoicing. Failure to comply may result in an incorrect allocation of your payment which may cause service disruption as a result of the account being suspended due to non-payment.
- 2.2.5. Debit orders are processed on approximately the first working day of every month, for all outstanding balances at that date.

### **2.3. Fee Increases**

- 2.3.1. You agree that PacketSky are entitled to vary the charges payable for your services providing you with a calendar months written notice of these changes.
- 2.3.2. These increases may result from, but are not limited to, the direct costs of providing the services, including increases from Fibre Network Operators.

### **2.4. Refunds**

- 2.4.1. PacketSky will only refund a customer in the event of their account having a credit balance.
- 2.4.2. No refund or credit will be provided to a customer as a result of service downtime or performance issues caused by any third parties, including but not limited to infrastructure breaks, maintenance or backhaul issues experienced on a Fibre Network Operators network.
- 2.4.3. PacketSky will process authorised refunds to customers within 5 business days of approval.

### **2.5. Effect of non-payment**

- 2.5.1. Non-payment of any invoice by its due date will result in immediate suspension of your services.
- 2.5.2. Should your services be suspended, a reconnection fee of up to R650, including VAT, will be payable prior to reconnection of your services.
- 2.5.3. Should your services be suspended due to non-payment, you will still be liable for the relevant service fees for the months your services are suspended
- 2.5.4. In the event of non-payment of an invoice by the stipulated Due Date, without prejudice to any other rights that PacketSky has in terms of this Agreement or in law, PacketSky reserves the right to hold you liable for the total amount due pursuant to such invoice.
- 2.5.5. Interest of 2% per month may be charged on all overdue accounts.
- 2.5.6. PacketSky may stop the supply of new services to you and/or terminate current services held by you if payment of any invoice is not made by the Due Date, or if an application for business rescue proceedings or liquidation is filed by or against the customer, or if the customer goes out of business or announces intention to do so.
- 2.5.7. If the supply of new services is stopped or the existing services are terminated in accordance with clause 2.5.6, the full outstanding balance becomes due and payable immediately. If you pay the full outstanding amount due, you may have the existing services re-activated and also purchase new services.
- 2.5.8. Should payment of an invoice not occur within 30 days of invoice date, PacketSky may submit the full delinquent amount for collection by a 3<sup>rd</sup> party. In the event of the account being handed over to an outside collection agency, any costs incurred as such will be for your account.
- 2.5.9. Fibre lines that have been suspended for non-payment will be cancelled with the fibre provider 30 days after invoice date, unless the fibre provider requires additional cancellation notice. You shall be notified thereof beforehand. Should you wish to reconnect after cancellation, the reconnection fee for the relevant fibre provider will be due and payable by yourself prior to reconnection.
- 2.5.10. If you request cancellation of your services whilst your services are suspended due to non-payment, or your services are cancelled by PacketSky as a result of non-payment of an overdue account, you will be liable for any activation and/or installation fee covered by PacketSky on commencement of the service. This balance becomes due and payable immediately.



## 2.6. Upgrades / Downgrades

- 2.6.1. A downgrade is defined as a change in your current package to a package with a lower upload/download speed and cost. An upgrade is defined as the opposite to a downgrade.
- 2.6.2. Upgrades and/or downgrades must be requested on or before the 20<sup>th</sup> of each month, for the service change to take effect from the first day of the following month, unless a Fibre Network Operator requires longer notice for these changes. If you do not provide this notice, you will be charged the rate of the existing package in the following month.
- 2.6.3. Upgrades and/or downgrades must be requested by logging a ticket on the PacketSky Portal (<https://portal.packetssky.com/portal>)

## 2.7. Cancellations

- 2.7.1. Cancellations must be requested by logging a ticket on the PacketSky Portal (<https://portal.packetssky.com/portal>)
- 2.7.2. Please note that by default we require one full calendar month's notification of non-renewal. If you do not provide this notice, you will be charged your current service rate for the next renewal term. To illustrate, for non-renewal to be affected at the end of December, notice of non-renewal must be received on or before the last day of November.
- 2.7.3. Any Free domain registrations cancelled within the first 12 months will be billed to you at the cost of the full domain price.
- 2.7.4. Any service ordered by completing our application form and then cancelled before installation will be billed to the client.
- 2.7.5. Should a service be cancelled within the first 30 Days, you will be liable to pay any activation and/or installation fees that PacketSky have incurred on your behalf.
- 2.7.6. If you request cancellation of your services whilst your services are suspended due to non-payment, or your services are cancelled by PacketSky as a result of non-payment of an overdue account, you will be liable for any activation and/or installation fee covered by PacketSky on commencement of the service. This balance becomes due and payable immediately.
- 2.7.7. Should a customer cancel their services or have their services cancelled due to non-payment, at the sole discretion of PacketSky: 1. The router should be returned to PacketSky, in good working condition and in its original packaging, by the customer; or 2. The customer will be liable for the full retail price of the router at the date of cancellation, payable within 7 days from date of cancellation.

## 3. Hardware and Devices

- 3.1.1. Any devices or hardware provided by PacketSky remains the property of PacketSky unless specified otherwise or specifically sold and confirmed in writing to a customer.
- 3.1.2. Routers for fibre to the home services are provided on a free to use basis, and should a customer cancel their services or have their services cancelled due to non-payment, at the sole discretion of PacketSky: 1: The router should be returned to PacketSky, in good working condition and in the original packaging, by the customer, or 2: The customer will be liable for the full retail price of the router at the date of cancellation, payable within 7 days from date of cancellation.
- 3.1.3. PacketSky will not be held liable for damage to the free-to-use router on site, we advise you to insure the router against lightning, theft and any other damage.
- 3.1.4. Should you require a replacement router as a result of damage that falls outside of standard warranty issues or periods, you will be liable for the full retail price of the replacement router.
- 3.1.5. PacketSky will setup your device prior to delivery. Should you require access to the device interface, please log a ticket on the PacketSky Portal and our technicians will provide you with the access details. Should the devices configurations be lost as a result of customer error, and this cannot be corrected remotely, a call out fee will be charged to reconfigure the router onsite.



#### **4. Technician Onsite Call Outs**

- 4.1. PacketSky provides free telephonic support during operational hours. Should an engineer call out be requested by a customer and the fault lies with PacketSky, the call out will not be charged. Should the fault lie with the customer (e.g. power issues, device resets, wireless interference, etc), PacketSky reserves the right to charge a call-out fee of R600.00 per hour, with a minimum charge of 1 hour.
- 4.2. Technician call outs take place Monday to Friday during business hours and are dependent on scheduling availability.

#### **5. Fair and Acceptable Usage Policy**

- 5.1. The PacketSky service is an Unlimited, Unshaped and Unrestricted internet service with no fair usage policy (FUP), no shaping or throttling of traffic applied; however, an acceptable use policy (AUP) will apply in order to regulate the abuse of PacketSky. PacketSky reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you. Refer to <https://www.packetssky.com/legal-policies-procedures/> for details of these policies.

#### **6. General Provisions**

- 6.1. PacketSky reserves the right to amend this Agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made. Any use by you of PacketSky services after the effective date of any such amendment, shall be deemed to constitute acceptance by yourself of such amendment

