

TERMS AND CONDITIONS

Fibre to the Home / Air Fibre to the Home

1. DEFINITIONS

Capitalized terms not defined herein have the same meaning as defined in the General Terms and Conditions.

- 1.1. "Contented" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the SWDconnect service is delivered.
- 1.2. "Unshaped" means that SWDconnect does not prioritize or differentiate between different classes of traffic.
- 1.3. "Uncapped" has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminologyguidelines/>.
- 1.4. "Clear Calendar Month" means any of the twelve (12) months of the Gregorian calendar commencing on the first day of that month and ending on the last day of that specific month.

2. RESALE OF SERVICE

Except where the Customer has obtained all the regulatory approvals and have entered into a reseller agreement with SWDconnect, the resale of the Services or any bundled part thereof (e.g. VoIP, IPT, Repeater, Fibre Line and Equipment) is not permitted.

3. CONTRACT DOCUMENTS

- 3.1. These terms are to be read in conjunction with:
 - 3.1.1. The General Terms and Conditions
 - 3.1.2. Acceptable use policy available at <https://www.swdconnect.co.za/>.

4. SERVICE DESCRIPTION

- 4.1. SWDconnect will provide the Customer with contented capped or uncapped, unshaped access to the SWDconnect Network via a fibre circuit at the Customer's premises as indicated on the Online Submission Form (the "Circuit") and the Equipment at a SWDconnect Point of Presence ("PoP"), repeater data and voice over IP services.
- 4.2. The Service provides Internet access by transmitting and delivering IP packets between the Subscriber Equipment connected on the SWDconnect Network by means of the Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.

5. THROUGHPUT RATES

- 5.1. Access to, and across, the SWDconnect IP Network is at the maximum throughput rates set forth in the Online Submission Form. Maximum throughput rates are not guaranteed.
- 5.2. Due to the nature of the Internet, SWDconnect can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the SWDconnect Network and the Internet. This means that:
 - 5.2.1. Under the Fibre to the Home service terms, SWDconnect does not manage your home network; and
 - 5.2.2. SWDconnect is not liable for the performance of your WiFi network.
- 5.3. IP throughput rates may also be reduced by SWDconnect in accordance with its fair use policy available at <https://www.swdconnect.co.za/>
- 5.4. SWDconnect must pass through the fair use policies of certain upstream fibre network providers due to contractual obligations imposed on it by the fibre network providers.

6. DATA ACCUMULATION

Unused Capped Data does not roll over to the next month.

7. CIRCUIT

- 7.1. SWDconnect or the network operator supplies, configures and tests the Circuit.
- 7.2. Each network operator defines its own standard installation. If a non-standard installation, re-installation or any move of equipment 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 Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer, or through SWDconnect, depending on the business model of the network operator.
- 7.3. At any point after installation of a Circuit SWDconnect shall be entitled to replace the Customer's Circuit with any other Circuit provided that:
 - 7.3.1. The replacement of a Circuit does not result in the Customer incurring any additional charges; and
 - 7.3.2. The quality of the new Circuit is equal or better than the replaced Circuit.

8. EQUIPMENT

- 8.1. The Managed Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 8.2. The Customer must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Circuit and a 220V energy supply to the position the Equipment is not greater than 2 meters.
- 8.3. In the event of failure of the Equipment, SWDconnect will repair or replace (at SWDconnect's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, the Customer must return the original Equipment to SWDconnect.

- 8.4. The Customer accept liability for any costs incurred by SWDconnect as a result of repair or replacement of Equipment where the Equipment failure was caused by the Customer's use, misuse or changes to the Equipment, other than as previously agreed to in writing by SWDconnect.
- 8.5. SWDconnect will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with SWDconnect.
- 8.6. Ownership of the Equipment vests in the SWDconnect. Equipment is not subject to a rent-to-own contract.

9. IP ADDRESSES

SWDconnect will dynamically assign IP addresses from SWDconnect allocated blocks obtained from AfriNIC. Any IP address allocated by SWDconnect to the Customer remains the property of SWDconnect and the Customer will have a non-transferable license to use such addresses for a limited time.

10. REPORTING SERVICE

SWDconnect may provide usage information in the online customer zone. The content of any usage information will only be visible to authorized users or authorize SWDconnect employees. Usage information purposes only and will not be used to calculate any service credits.

11. ACCURACY OF THE CUSTOMER'S INFORMATION

The Customer will provide SWDconnect with accurate and up to date information: (i) when completing the SWDconnect documentation; and (ii) when the Customer contact SWDconnect to report a suspected fault and is asked a standard set of structured questions. SWDconnect shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

12. MAINTENANCE

Scheduled maintenance on the SWDconnect Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the Circuit. SWDconnect and the network provider reserves the right to perform emergency maintenance without prior notice, but SWDconnect shall nonetheless endeavor to provide such notice as is reasonably and practically possible in the circumstances.

13. SET UP AND CONFIGURATION/ INSTALLATION FEES

- 13.1. Services offered by SWDconnect are all subject to a once-off set up and configuration or Installation fee.
- 13.2. Should SWDconnect offer to conditionally waive or subsidize the fee(s) referred to in clause 13.1 above and the Customer terminates the Customer's subscription within twelve (12) months of activating the Circuit, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.
- 13.3. Network operators may charge a separate installation fee, billed directly to the Customer, for the installation of the Circuit from the property boundary to within the home - even if and notwithstanding that the service is ordered directly with SWDconnect.

14. SECURITY

The Customer acknowledge that the logical and physical security measures in relation to the Services are the Customer's sole responsibility SWDconnect will not be held liable for any losses arising out of security breaches of the Customer's Services.

15. DISCLAIMER

SWDconnect will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the SWDconnect Network.

16. PROMOTIONAL PRICING

- 16.1. Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of SWDconnect.
- 16.2. Promotional pricing is subject to availability, either from the upstream network operator or SWDconnect and may be withdrawn at any time without notice.

17. RELOCATION

- 17.1. The element of the Service that is comprised of the provision of the Circuit is provided to the specific address set out in the Online Submission Form with a Circuit leased by SWDconnect from a network operator. Accordingly, the provision of the Circuit is not transferrable to another premises.
- 17.2. Although unused data will be rolled over to a new fibre service in accordance with the provisions of clause 6 above, the Customer's relocation nonetheless necessitates a cancellation of the Service.
- 17.3. Notwithstanding that the cancellation is necessitated by relocation, SWDconnect will recover such costs associated with such cancellation as set out herein from the Customer.
- 17.4. All requests for the Service at new premises shall be subject to a feasibility study to determine whether a network operator has adequate fibre infrastructure in order to provide the Service at the new location.

18. CANCELLATION TERMS

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18.1. Customer must give one clear calendar month notice of his/her intention to cancel the services in accordance with the cancellation process set out in clause 19 of the General Terms and Conditions. Any notice given on or after the first day of the month will only take effect on the last day of the following month. Example (a) notice received on 30 April, cancellation to be effective 31 May (b) notice received on 1 May, cancellation will be effective 30 June.

18.2. If a cancellation in terms of clause 18.1 above results in the termination of service prior to the expiration date of a fixed term agreement, then SWDconnect shall be entitled to levy a termination fee equal to the fees that would have become due and payable in respect of the balance of the contract term.

18.3. If Customer terminates a Circuit prior to it being activated by SWDconnect or prevents SWDconnect from activating the Circuit after it has been ordered, then the Customer shall be liable to SWDconnect for any installation and other charges that it is liable to pay the network operator.