



## SEACOM Western Cape Broadband Service Terms

### Version 3.3

#### 1. Specific Terms and Conditions

- 1.1. These Service Terms are entered into in terms of the SEACOM Western Cape Standard Terms, which are incorporated by reference. Unless this document states otherwise, it will be subject to the Standard Terms, including the definitions and rules of interpretation contained in it.
- 1.2. The Customer hereby appoints SEACOM Western Cape to perform the Services as described in these Service Terms and the Service Order and SEACOM Western Cape hereby accepts the appointment.

#### 2. Definitions

- 2.1. "Access Service" means an electronic communications service provisioned using fibre optic cable, which is provided, maintained and operated by an entity licensed to provide such fibre optic cables.
- 2.2. "CPE" means customer premises equipment, which are devices provided and installed by the last-mile provider to the Customer.
- 2.3. "Router" are devices provided and installed by SEACOM Western Cape to the Customer.
- 2.4. "Electronic Communications Network Service Provider" means the entity providing last mile connectivity over fibre optic for the customer on behalf of SEACOM Western Cape; and
- 2.5. "Premises" means the premises to which SEACOM Western Cape will provide the Access Service to the Customer.

#### 3. Description of Service

- 3.1. SEACOM Western Cape will provision an Access Service as described in the Service Order on a 24 (twenty-four) hour per day basis on each and every day for the continued duration of the Service Order.
- 3.2. Customer may make a change to the current Service by either contacting SEACOM Western Cape directly or via the website self-service portal.

#### 4. Last Mile Fibre

- 4.1. SEACOM Western Cape must procure at its cost that a fibre optic cable is installed to the Premises and maintained by a reputable and licensed Electronic Communications Network Service Provider.
- 4.2. The Customer acknowledges that commencement of provision of the Services will be delayed pending the installation of such fibre optic cable, which will delay will be affected by *inter alia* Customer availability, wayleave application delays, obtaining landlord consent and the planning and approval of the route build.
- 4.3. While SEACOM Western Cape will not charge Fees before the commencement of the Service provision, the Customer may not terminate this Agreement pending the completion of the installation of the fibre optic cable.

## 5. Duration

- 5.1. The Service will commence with effect from the date of activation of the Service by SEACOM Western Cape and endure for an initial fixed term of twelve (12) months (“the Initial Period”) unless otherwise specified by the Service Order.
- 5.2. After the expiry of the Initial Period the Service will continue indefinitely subject to the right of either Party to terminate the Service by giving the other Party one (1) calendar months’ written notice to that effect.

*For example: Should you require your service to be terminated end of July – we need to receive notification prior to the month of July - i.e. we would need to receive notification during the month of June - at the very latest – the last working day of June – we cannot under any circumstances terminate the service in the same month we have received the written notification.*

## 6. Fees, Installation, Cabling and Lead Times

- 6.1. Customer must pay the Fees as specified in the Service Order.
- 6.2. The Fees will remain fixed for the Initial Period, and thereafter may be increased on one (1) calendar month’s prior written notice to the Customer.
- 6.3. In the event that the Customer terminates this Agreement during the first 12 months, other than due to the breach of SEACOM Western Cape, the Customer will be liable for an early termination fee of R2 000 (two thousand Rand), payable within thirty (30) days of date of termination, to compensate SEACOM Western Cape for unrecovered installation fees.
- 6.4. Service reactivation fees will apply for all previously cancelled services that need to be reactivated after service cancellation requests have taken effect.
- 6.5. Installation fees include **cabling up to the first 30 metres** from the boundary box or the nearest distribution box should you reside in an apartment block. If your installation requires additional cabling, a site survey will be done, after which you will receive a quote from the applicable last-mile provider/sub-contractor. Should you choose to proceed, you will be liable for any additional costs incurred. The additional cabling is directly payable to the applicable last-mile provider/sub-contractor.
- 6.6. Installation lead times are a guide based on averages and can vary depending on the last-mile provider. Line activation and connection times need to be added for full turnaround estimation.

## 7. Service Feasibility

- 7.1. SEACOM Western Cape cannot guarantee the provision of the requested Service upon the receipt of an order. Provision of the Service is subject to SEACOM Western Cape confirming that it is technically feasible to do so and the absence of any force majeure event or event beyond SEACOM Western Cape’s reasonable control. The Customer will be formally notified after receipt of an order on whether or not the Service can be provided.
- 7.2. If the requirements of clause 7.1 are not met, the Agreement will terminate, and no liability will attach to SEACOM Western Cape for any loss suffered by the Customer as a result.

## **8. Equipment**

- 8.1. Further to the provisions of the SEACOM Western Cape Standard Terms dealing with Equipment, the Parties expressly agree as follows:
  - 8.1.1. SEACOM Western Cape will at all times be and remain the owner of the Router, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the Router to the Customer other than as the lessee of the Router.
  - 8.1.2. The Last-Mile providers will at all times be and remain the owner of the last-mile provided CPE device, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the CPE to the Customer other than as the lessee of the CPE.
  - 8.1.3. On termination of this Agreement, the Customer must forthwith return the Router to SEACOM Western Cape in the same condition as that in which it was delivered to the Customer, fair wear and tear excepted.
  - 8.1.4. On termination of this Agreement, the Customer must forthwith leave the Last-mile provider CPE device installed and should not remove it from the premises under any circumstances unless otherwise arranged with the last-mile provider.
  - 8.1.5. Customer will not have access to the Last-Mile Provider CPE configuration and may not change or attempt to change the CPE configuration.
  - 8.1.6. Customer accepts liability for any costs incurred by SEACOM Western Cape as a result of repair or replacement of both the router as well as last-mile CPE device where the Equipment failure was caused by Customer's misuse of the Equipment or breach of the Standard Terms or Service Terms.
  - 8.1.7. In the event that there is a breakdown or malfunction of the Router, SEACOM Western Cape will at its own cost effect repairs in accordance with the manufacturers' specifications.
  - 8.1.8. The Customer will be responsible for any relocation of the last-mile CPE device but must give SEACOM Western Cape reasonable written notice prior to relocating any CPE.

## **9. Resale**

- 9.1. Resale of the Service is not permitted.

## **10. Cancellation of Pre-existing Services**

- 10.1. Cancellation of pre-existing services is the Customer's responsibility and SEACOM Western Cape cannot delay provision of its Service or billing due to the existing service provider's termination notice period or other termination requirements.
- 10.2. SEACOM Western Cape will advise of the forecast service delivery date to the best of its ability, but timelines are estimated and SEACOM Western Cape cannot be held responsible for no services due to cancellation of existing services being done prior to the SEACOM Western Cape service being delivered.

## **11. Throughput Rates and IP Access**

- 11.1. Access to, and across, the SEACOM Western Cape Network is at the maximum throughput rates set forth in the Service Order. Maximum throughput rates are not guaranteed due to the nature of the Internet.
- 11.2. IP throughput rates may also be reduced by SEACOM Western Cape in accordance with its Fair Usage Policy, where applicable, a copy of which can be provided to you on request.

## **12. Acceptable Use**

- 12.1. Use of this Service is subject to the SEACOM Western Cape Acceptable Use Policy. SEACOM Western Cape reserves the right to terminate Services to the Customer where there is a serious breach or repeated breaches of its AUP.

## **13. FTTH Fair Use**

- 13.1. SEACOM Western Cape reserves the right to apply a Fair Usage Policy or “FUP” to uncapped Broadband Services provided to Subscribers. This is done only when necessary to protect the integrity of the SEACOM Western Cape Network and the experience of all uncapped users.
- 13.2. In practise, this means that we may set a predetermined amount of data which an uncapped Subscriber can use in a set period – the FUP threshold – and restrict the speed of Subscribers who exceed this threshold during peak usage periods.
- 13.3. FUP thresholds are specific to the line speed at which a Subscribers’ Service is provided.
- 13.4. In the rare instance when a FUP is enforced, the threshold will be dependent on the service and line speed. When a subscriber exceeds a FUP threshold, the line speed will be reduced for the remainder of a pre-determined period, until such time the usage behaviour reaches an acceptable norm.
- 13.5. A FUP may also be triggered by unintentional or unauthorised usage of the services. For example, a users’ computer or home network could become compromised by sharing passwords and be the source of criminal activity, DDOS attacks or sharing of illegal content, thereby triggering the FUP criteria. [Details]
- 13.6. Where a subscriber exceeds an FUP threshold their line speed will be reduced by xx% for the remainder of the set period. This applies even when there is unintended or unauthorised usage of the Service.
- 13.7. As part of its efforts to protect network integrity and shared user experience, SEACOM Western Cape also reserves the rights to apply traffic shaping and port prioritisation.