



FIXED WIRELESS TERMS & CONDITIONS

e-WISP Internet Service Provider

Customer terms for e-WISP Fixed Wireless services

Document owner	e-WISP Internet Service Provider
Registered number	2018 / 069470 / 07
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Support WhatsApp	081 353 1903
Telephone	087 138 5229
Website	www.e-wisp.co.za

1. Billing & Ownership

Agreement commences upon signing of the agreement by both parties and will be binding on a month-to-month basis. Either party may cancel the agreement with written notice by WhatsApp or e-mail to the other party, provided one calendar month is given preceding the date of prospective return.

Services supplied by e-WISP are month to month and not pay-as-you-use. The client remains liable for the full monthly fee if the service has been suspended due to non-payment.

The service provider will invoice the customer on the same day the agreement is signed, and thereafter on or before the 26th of every month. Payment must be made by the customer on or before the 1st day of the next month wherein the customer has been invoiced.

No payments already made to the service provider are refundable. The service provider is entitled to any rate increase and will notify the customer via email. The customer will not be entitled to withhold or reduce any payments or hold the service provider liable for damages in case of disruption, delay or suspension of service for whatever reason.

If the customer fails to pay on or before the 7th day of every month or fails to perform any of his/her obligations under this Agreement, the service provider will, without prejudice to its rights, cancel the agreement and/or suspend the service immediately and retain all rights to take legal action to recover damages and collect arrears.

An amount of R50 is payable for reconnection. The customer will be liable for costs on a solicitor-customer scale if legal action is taken and consents to the jurisdiction of the Magistrate's Court of Virginia. Both parties' domicilium citandi et executandi address is the address indicated on the front of the Agreement.

2. Obligations of the Customer

The customer undertakes not to use services and/or equipment for illegal or improper purposes, and to maintain equipment only for the purpose for which it was manufactured.

The customer may not make changes to equipment. The customer will comply with applicable laws, including intellectual property rights.

3. Maintenance

The service provider may temporarily waive its obligations in terms of the agreement in order to do improvements, maintenance and repairs to services and/or equipment and the customer may not hold the service provider liable for any damages.



The service provider is not required but will attempt to notify the customer in advance of any interruption, delay or suspension of services.

The service provider undertakes to maintain the software and operation of the wireless devices erected outside the premises of the customer and linked with the service provider's network. Maintenance of this device on a physical level has to be kept by the customer.

4. Defining a Basic Installation

A Basic Installation includes:

- Travelling / installation / activation charge
- 30m or less of CAT5 cable / CPE with POE
- One exterior wall mount & 3m aluminium pole

5. Ownership of Equipment

The CPE and POE supplied at installation remains the property of e-WISP and must be returned to e-WISP upon termination of service.

Whilst the CPE is in service on the customer's premises, the customer is responsible to insure it against theft or accidental damage as covered under a standard short-term insurance policy – or, if the customer does not have insurance, to pay for the repair or replacement if such damage occurs.

e-WISP will support and maintain this CPE to operate optimally, which includes installing new firmware updates as they become available.

All other equipment installed is purchased from e-WISP and ownership transfers once fully paid. Although most of this additional equipment comes with guarantees/warranties, it remains equipment under the customer's care and needs to be maintained and operated in accordance with the suppliers' specifications.

Any after-sales support on this equipment that is not covered by the manufacturer's guarantee, or that does not clearly point to a faulty installation by e-WISP, will be chargeable to the customer.

6. Demarcation and Fault Finding

The point of demarcation between the e-WISP network and the customer network is the CPE. e-WISP is not responsible for the operation of the customer network beyond this point.

In the event that the customer requests a service call, e-WISP personnel will remotely test the service to the CPE. If the CPE is connected to the network, e-WISP will log into the CPE and check for LAN (Local Area Network) connections to the internal network.

If there is no fault to this point, a call can be logged, but a service charge will apply.

A fault can be reported by WhatsApp to 081 353 1903.

Damaged equipment will be replaced under warranty, if applicable, unless damage is caused by factors not covered in the warranty. Equipment damage out of warranty will be billed to the customer.

7. Acknowledgements by Customer

The customer acknowledges that ownership of wireless equipment used to connect to the service provider's network remains that of the service provider.

If the Agreement is cancelled, wireless equipment should be delivered back to the service provider in the same condition as received.

Under no circumstances is the customer allowed to remove the wireless equipment stated above.

The customer is aware that changes could be made to the MOA relating to the conditions of service. The latest version of the MOA as can be found on the e-WISP website will always contain the relevant set of terms and conditions.