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# Openserve Fibre Terms & Conditions

## e-WISP Internet Service Provider

*Customer-facing terms and conditions for Openserve Fibre services*

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|------------------------------|---------------------------------------|
| <b>Document owner</b>        | e-WISP Internet Service Provider      |
| <b>Service</b>               | Openserve Fibre                       |
| <b>Address</b>               | 7 Duiker Laan, Virginia, 9430         |
| <b>24/7 Support WhatsApp</b> | 081 353 1903                          |
| <b>Email / Website</b>       | admin@e-wisp.co.za   www.e-wisp.co.za |
| <b>Company Reg No.</b>       | 2018 / 069470 / 07                    |

### 1. Billing & Ownership

Agreement commences upon activation of service. Either party may cancel the agreement with written notice by e-mail/WhatsApp to the other party, provided one calendar month is given preceding the date of prospective return.

Services supplied by e-WISP is not a pay as you use. The client remains liable for the full month fee if the service has been suspended due to non-payment. NON-PAYMENT penalties will apply and will be added to the account. Services will only be restored once full payment has been made.

The service provider will invoice the customer on the same day activation is done, and thereafter on or before the 26th of every month. 1st month fee will be calculated pro rata on the remainder of the month. Payments are by debit order only, in advance on the 1st day of every month. Should the 1st day fall on a Sunday or public holiday, then the next working day will apply.

The customer will not be entitled to withhold or reduce any payments withheld 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 perform any of his/her obligations under this Agreement and the account remains unpaid by the 26th of that month, the service provider will without prejudice to rights, cancel the agreement immediately and retain all rights to take legal action to recover damages and collect arrears. 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 indicated on the front of the Agreement.

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 still remains equipment under your care and needs to be maintained/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 the provider, will be chargeable to the customer.

### 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 immaterial rights.



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### 3. Installation lead times

Installation lead times are a guide on averages only and may vary. Activation and Connection times need to be added for full installation schedule estimation.

### 4. 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.

### 5. Fault Finding

In the event that the customer requests a service call, e-WISP personnel will 1st remotely test the service, and if need be arrange for a support tech to then attend onsite to assist in resolution of the said problem.

Fault reporting is via WhatsApp only to **081 353 1903**. When logging a problem a detailed fault description must be provided.

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.

### 6. Usage Terms & Conditions

The customer undertakes that he/she:

- Will not knowingly create store or disseminate any illegal content.
- Commit to lawfully conduct him/her in the use of the services, including copyright and intellectual property rights.
- Undertake not to send or promote the sending of spam.
- Will be responsible to manage and control the use of the service by minors able to access the e-WISP network under his/her care.
- Have read and agree with the e-WISP Privacy Policy that can be found on the e-WISP Website.

**e-WISP has the right to the following if the usage terms are not upheld:**

- To remove any content hosted by that customer which it considers illegal or for which it has received a take-down notice.
- To suspend or terminate the service of any customer that does not comply with the Terms & Conditions, the Acceptable Usage Policy or any other contractual obligations.

### 7. Acceptable Use Policy

Any activity which threatens the functioning, security and/or integrity of the e-WISP network is unacceptable.

e-WISP commit to protect the quality of our network to provide the best possible internet experience for all of our clients using our services. As such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in such a way that it enables us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available.