

Client Information

Submission IP: 154.70.225.117

Entity	Company
Registered Name	Consolidated Limeworks (Pty) Ltd
Trading Name	Nitrophoska
Company registration	1973/003434/07
VAT Number	4480108044
Contact Name	Hansie Myburgh
Contact Number	0218873016
Contact Email	hansiem@nitrophoska.co.za
Mobile Number	824514589
Address	Koringland St,, Swellendam, 6740
Billing Email	hansiem@nitrophoska.co.za

Debit Order Information

Bank Name	198765
Account number	1071215477
Account Name	Consolidated Limeworks (Pty) Ltd
Branch Code	198765
Account Type	Cheque account

Terms and Conditions

General Terms and Conditions

1. MEANINGS OF CERTAIN WORDS AND PHRASES

- 1.1. Unless it appears differently from the context or under this clause 1, words, terms and phrases used in the Contract shall have the same meaning as the definitions set out in the Electronic Communications Act, 36 of 2005.
- 1.2. Words importing the singular shall include the plural and vice versa.
- 1.3. Words denoting persons shall include natural human beings, legal entities and unincorporated associations of persons, and vice versa.
- 1.4. The headings in these terms and conditions shall not affect their interpretation.
- 1.5. Unless inconsistent with the context, the words and phrases set out below shall mean as follows:
- 1.5.1. "Anticipatory Costs" has the meaning as set out in clause 9.2.7;
- 1.5.2. "Activation Date" means the date that a Service is configured and made available to the Customer.
- 1.5.3. "Applicable Law" means any of the following, to the extent it applies to the provision of the Services by SWDconnect and the use thereof by the Customer:
- a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time. Without limiting the generality, statutes include the ECA, CPA and RICA;
 - b) the common law;
 - c) any binding court order, judgment or decree;
 - d) any applicable industry code, policy or standard enforceable by law;
 - e) any relevant direction, rule, pronouncement, policy or order that is given by a regulator.
- 1.5.4. "AUP" means the SWDconnect acceptable use policy, available at <https://www.swdconnect.co.za>
- 1.5.5. "Business Day" means Monday to Friday, excluding Saturday, Sunday or public holiday as defined under the Public Holiday Act, 36 of 1994;
- 1.5.6. "Circuit(s)" means the telecommunications circuit(s) provided by SWDconnect (or on behalf of SWDconnect by a duly licensed third-party), installed at the Customer's premise(s) at the addresses set out in the Contract. "Excluded Circuits" are circuits that the Customer has procured itself from a party other than SWDconnect;
- 1.5.7. "Connection Date" means the date when SWDconnect installs the Circuit at the Customer's premises;
- 1.5.8. "Consumer" means a Customer who is a consumer as defined in the CPA. "Individual Consumer" means a Consumer who is a natural person – i.e. not a company;
- 1.5.9. "Contract" means collectively, the documents with headings 'Online Submission Form', 'Client Information', 'Debit Order Information' and 'Terms and Conditions', together with any Product Terms, service level agreements and product rules concluded between Customer and SWDconnect;
- 1.5.10. "Charges" means the amounts charged by SWDconnect for Services as set out in clause 9.2 below, which charges are set out in a quote and/or Online Submission Form or as notified by SWDconnect from time to time per the terms of the Contract;
- 1.5.11. "CPA" means the Consumer Protection Act, 68 of 2008 and regulations published in terms thereof, as amended or replaced from time to time;
- 1.5.12. "Commencement Date" means the date when SWDconnect has accepted and processed the Online Submission Form or notified the Customer that it has agreed to provide the Customer with the Services set out in a Online Submission Form;
- 1.5.13. "Customer" means the person described in the Online Submission Form and where such description is not wholly accurate, as further described in any documentation provided to SWDconnect according to the requirements of RICA;
- 1.5.14. "Due date" means the date on which any amounts owed by Customer to SWDconnect in respect of the Services become due and payable, and which is reflected on the invoice;
- 1.5.15. "ECA" means the Electronic Communications Act 36 of 2005 and its regulations, as amended or replaced from time to time;
- 1.5.16. "Fixed Term Agreement" refers to a Online Submission Form in terms of which the provision of Services is for a duration greater than one month;
- 1.5.17. "General Terms" means these general terms and conditions without the Online Submission Form, Quote or the Product Terms, but including any addendum to these terms;
- 1.5.18. "ICASA" means the Independent Communications Authority of South Africa and its successors;
- 1.5.19. "Initial Period" means the number of months applicable to the Fixed Term Agreement and which for any avoidance of doubt will be limited in the case of a Consumer, to a maximum of 2 (two) years;
- 1.5.20. "Interest Rate" means an annual rate equal to 5% above the prime lending rate charged by SWDconnect bankers, calculated daily and capitalized monthly;
- 1.5.21. "Office hours" means 8h00 to 17h00 on Business Days;
- 1.5.22. "Parties" means SWDconnect and the Customer and "Party" means either SWDconnect or Customer, as the context requires;
- 1.5.23. "Personal Data" means all identifiable personal details conveyed to SWDconnect by the Customer for lawful processing;
- 1.5.24. "Product Terms" means the specific terms and conditions applicable to particular Services provided to the Customer.
- 1.5.25. "Renewal Period" means a period of 12 (twelve) months, which period will start on the day following the last day of the Initial Period;
- 1.5.26. "RICA" means the Regulation of Interception of Communication and Provision of Communication Regulated Information Act 70 of 2002, as amended/replaced from time to time;
- 1.5.27. "Services" means the Services as listed in the Online Submission Form, and where applicable includes the Managed Service Equipment and the Circuit;
- 1.5.28. "Software" means any computer program provided to Customer, either through SWDconnect acting as a principal, agent or distributor of the software licensor. Software may be embedded into Managed Service Equipment, supplied as a stand-alone application, or accessed via the internet or other web browsing method.
- 1.5.29. "Online Submission Form" means the document describing the Customer, the Services to be provided, and other administrative data;
- 1.5.30. "Subscriber Equipment" means the equipment as defined in section 1 of the ECA, but excludes Managed Service Equipment;
- 1.5.31. "Managed Service Equipment" means equipment managed by SWDconnect in the provision of the Service;
- 1.5.32. "SWDconnect" means ISWcorp (Pty) Ltd T/A SWDconnect, Registration number 2016/160461/07, a private company incorporated in terms of the laws of the Republic of South Africa;

1.5.33. "SWDconnect Network" means the electronic communications network operated by SWDconnect to render electronic communications services in terms of SWDconnect electronic communications network and services licenses. SWDconnect Network includes Circuits that are self-provisioned by SWDconnect under its licenses or procured by SWDconnect from third-party licensees;

1.5.34. "SWDconnect Portal" any SWDconnect approved extranet(s) or system(s) with web-based access (or a combination thereof) where Customer and its authorized employees, agents and representatives may access to, amongst other things and where applicable:

a) view measurement data of selected Services;

b) have access to control panels and management interfaces to provision, upgrade, downgrade, increase, decrease (in general to manage) the Services;

c) process termination of Services;

1.6. When several days are provided for between the happening of one event and another, the number of days must be calculated by: –

1.6.1. excluding the day on which the first such event occurs;

1.6.2. including the day on or by which the second event is to occur; and

1.6.3. excluding any public holiday, Saturday or Sunday.

1.7. In the event of a conflict between a Online Submission Form, Product Terms or the General Terms, the conflict shall be resolved by applying the following order of preference:

1.7.1. A Online Submission Form; thereafter

1.7.2. Product Terms; thereafter

1.7.3. General Terms.

1.7.4. Email correspondence.

2. NATURE OF THE GENERAL TERMS AND CONDITIONS

2.1. These General Terms govern the provision of all services and the relationship between Customer and SWDconnect in general.

2.2. If SWDconnect and Customer conclude multiple Online Submission Form, but only one set of General Terms, then that set of General Terms will apply to all Online Submission Form, regardless of whether the system generated contract numbers on the documents are not the same.

2.3. If SWDconnect and Customer conclude multiple Online Submission Form, each with its version of General Terms, then the General Terms will apply only to the relevant Online Submission Form – as evidenced by the system generated contract number.

3. DURATION, RENEWAL AND TERMINATION FOR CONVENIENCE

3.1. Commencement and duration of the Contract, billing start dates and renewal

3.1.1. The Contract will become binding on the Parties on the Commencement Date and will continue to be binding on each Party up to the end of the Initial Period or any Renewal Period, unless this Contract is terminated earlier by either of the Parties for cause on the grounds set out in the Contract.

3.1.2. In respect of a Service that does not involve the provision of a Circuit, or is provided over an Excluded Circuit, the Initial Period will commence on the Activation Date of such Service. In respect of each Circuit, the Initial Period for Services provided over that Circuit (whether bundled with the Circuit or not) will commence from the Activation Date. Where the Services require the provision of multiple Circuits, the Initial Period will begin on the Connection Date of the last Circuit.

3.1.3. When services are bundled with a Circuit, the cost of the Circuit is the single most significant component of the bundled Service, and accordingly, Customer agrees that SWDconnect will be entitled to charge Customer from the Connection Date, regardless of whether any bundled value-added services had been activated or not.

3.1.4. If Customer is a juristic person then Customer must:

a) give SWDconnect written notice of its election not to renew the Contract at least 90 (ninety) days before the expiration of the Initial Period; or

b) conclude a revised Online Submission Form,

failing which the agreement shall automatically renew for the Renewal Period.

3.2. Cancellation or variation of the Services before the Connection / Activation date

Where the Customer cancels or varies any of the SWDconnect services before the Connection Date for any reason other than a breach on the part of SWDconnect, SWDconnect will have the right to charge the Customer Anticipatory Costs which SWDconnect has incurred because of the cancellation or variation, which amount shall be payable by the Customer on demand.

3.3. Termination of a Fixed-Term Agreement by an Individual Consumer for no cause

3.3.1. Where an Individual Consumer has concluded a Fixed Term Agreement, the Individual Consumer will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, provided the Consumer gives SWDconnect at least 20 (Twenty) Business days written notice of its election to terminate the Contract. Such termination will be subject to payment of a reasonable cancellation fee that will be determined and calculated at the time when the notice to terminate is given by the consumer, using the guidelines set out under section 14 and regulation 5(2) of the CPA.

3.3.2. On receipt of the termination notice SWDconnect will advise the Individual Consumer of the amounts which are still owed to it, namely all the arrears amounts owing to SWDconnect in terms of the Contract up to date of termination and the cancellation fee. The Individual Consumer will pay

SWDconnect such amounts by the Due Date.

4. INSTALLATIONS AND PROVISION OF THE SWDCONNECT SERVICES

4.1. Installation of Services, Managed Service Equipment, Subscriber Equipment and use of unauthorized devices

4.1.1. Unless agreed to the contrary in a Online Submission Form, the SWDconnect Service is exclusive of any required Subscriber Equipment. The Managed Service Equipment and where applicable the Subscriber Equipment will be either leased or sold to the Customer at the prices, fees or rates set out in the Online Submission Form or invoice/quote.

4.1.2. Where Customer has agreed to purchase Subscriber Equipment from SWDconnect, Customer shall not be entitled to withhold payment for the sale of Subscriber Equipment for trivial reasons.

4.1.3. In respect of the provision of electronic communications services, SWDconnect shall install the Circuit and the Managed Service Equipment at the Customer's premises against payment of the relevant installation fee and deposit as set out in the Online Submission Form.

4.1.4. If the Customer requests that an installation be attended to after office hours, SWDconnect may, if it can perform such after-hours work, charge an after-hours maintenance charge on a time-and-material basis as determined by SWDconnect from time to time.

4.1.5. LAN cabling pricing is deemed to be budgetary unless a physical site survey has taken place to confirm cable routes.

4.1.6. If no conduit-pipes are available for SWDconnect's use in any building where SWDconnect must install a Service requiring conduit pipes, SWDconnect may, at its discretion:

a) refuse to provide the Service in that building or any part thereof until such conduit-pipes or other facilities have been so installed; or

b) quote an installation cost in respect of the required conduit pipes, and if accepted by the Customer, install at the Customer's cost the required conduit pipes or other facilities.

4.1.7. SWDconnect's duty to install the Circuit and the Managed Service Equipment or Subscriber Equipment will terminate once the Circuit and

Digitally Signed by Consolidated Limeworks (Pty) Ltd

Location: Swellendam, 154.70.225.117

OTP: +27824514589

Email: hansiem@nitrophoska.co.za

where applicable the Managed Service Equipment or Subscriber Equipment have been supplied, installed and the Customer can receive the Services.

4.1.8. Only Subscriber Equipment that has been type approved by ICASA may be used in conjunction with the SWDconnect Service. Type approved equipment obtained from authorised dealers will have an ICASA type approved label affixed to the equipment and/or packaging.

4.1.9. If the Subscriber Equipment is modified, it may not be used in conjunction with the SWDconnect Service until such time that ICASA has approved the modification.

4.1.10. SWDconnect reserves the right to suspend or disconnect from the SWDconnect Network any Subscriber Equipment that has not been approved by ICASA or that has been licensed or approved but has been modified without the approval of ICASA.

4.1.11. If the Customer is not the owner of the premises where the SWDconnect Service and/or where applicable the Managed Service Equipment is to be installed, the Customer must before any installation by SWDconnect, at its own cost and expense, obtain written permission from the owner of such premises for any such installation. The Customer indemnifies SWDconnect against damages or claims resulting from the failure to obtain such permission including Anticipatory Costs which may have to be incurred by SWDconnect should SWDconnect have to remove any circuit and/or the selected Subscriber Equipment from the premises.

4.1.12. The Customer must at its own cost and expense ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Circuit and Managed Service Equipment or Subscriber Equipment are provided, such as adequate power supply, ventilation, lighting and wall/rack space.

4.2. Use of the Services, Managed Service Equipment and related equipment

4.2.1. The provision of any Service to the Customer does not confer on the Customer any right to resell the Service unless the Customer has been granted a licence or licence exemption by ICASA, and Customer has entered into a reseller agreement with SWDconnect.

4.2.2. The service may not be used to:

- a) knowingly create, store or disseminate any illegal content;
- b) infringe on any third parties' intellectual property or copyright; and
- c) send unsolicited email.

4.2.3. For SWDconnect to ensure the provision of the Service, to protect the integrity of the SWDconnect Network or to deal with emergencies, the Customer must always whilst this Contract is in place:

- a) comply with any instructions issued by SWDconnect which concern the Customer's use of the Services;
- b) provide SWDconnect with all information relating to the Customer's use of the Services that SWDconnect may reasonably require from time to time; and
- c) allow SWDconnect free access to the Customer's premises during reasonable hours to install, inspect, maintain or remove the Circuit, Managed Service Equipment or Subscriber Equipment.

4.3. Failure and unavailability of the Services, Managed Service Equipment or Subscriber Equipment obtained from SWDconnect

4.3.1. Customer recognizes that the Internet and data networks consist of multiple participating networks that are separately owned and not subject to SWDconnect's control.

4.3.2. Because of the position set out in clause 4.3.1 above, SWDconnect does not warrant that the SWDconnect services will be operational on a 24 (twenty-four) hour 365 (three hundred and sixty-five) days per year basis.

4.3.3. Furthermore, SWDconnect expressly advises, and the Customer acknowledges and accepts that the Subscriber Equipment is not manufactured by SWDconnect, but by third parties. In most cases, SWDconnect will not be able to open certain Subscriber Equipment or to test or operate the selected Subscriber Equipment to ensure that they are fit for purpose and/or are intact before they are handed to the Customer.

4.3.4. Considering the disclosures housed under clauses 4.3.1 – 4.3.3 SWDconnect expressly stipulates and the Customer acknowledges that SWDconnect cannot warrant or guarantee that the Services and/or the Subscriber Equipment will:

- a) be free of errors or interruptions;
- b) be available;
- c) be fit for any purpose;
- d) not infringe on any third-party rights;
- e) be secure and reliable,

except where the Services, the Circuit and/or Subscriber Equipment are found to be defective and such defect has been solely caused by SWDconnect under sections 54, 55 and 56 of the CPA, where applicable.

4.3.5. Considering the above disclosures, Customer agrees that it will not be allowed to:

- a) Withhold any amounts due and owing to SWDconnect; or
- b) Deduct any monies, or
- c) Allege a breach of contract

in respect of any temporary unavailability of the Services, the Circuit or the Managed Service Equipment, except and to the degree that SWDconnect is solely responsible for any such unavailability, or failure.

4.3.6. Notwithstanding the provisions of clause 4.3.4 above, SWDconnect will use its best endeavors where SWDconnect can do so to notify the Customer of any failure of, or interruption to the Services and/or Circuit and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability.

4.3.7. Where the Circuit, Managed Service Equipment or where relevant the Subscriber Equipment are defective, or faulty, then in such an event the Consumer's rights will be limited to those set out under clause 10.

4.4. Theft and Loss of SWDconnect Circuit, Managed Service Equipment and Subscriber Equipment provided by SWDconnect

4.4.1. Whenever any Circuit, Managed Service Equipment or Subscriber Equipment purchased from SWDconnect has been delivered but is not yet paid for in full is lost, stolen or destroyed, the Customer must immediately notify SWDconnect and any police officer at any police station in writing that the Circuit, Managed Service Equipment and or any other SWDconnect equipment has been lost, stolen, misplaced or destroyed.

4.4.2. Risk in the loss, theft or damage of the Circuit, Managed Service Equipment and where relevant the Subscriber Equipment will pass to the Customer on the date of delivery to the Customer's premises. SWDconnect reserves the right to hold the Customer liable for the full replacement cost of the Managed Service Equipment or the relevant Subscriber Equipment and or any other SWDconnect equipment (and where the same equipment has been discontinued, then the full replacement cost of the most comparable available equipment).

4.5. Maintenance of the Services and Managed Service Equipment

4.5.1. Throughout the term of the Contract the Service, any Circuit or Managed Service Equipment used by the Customer will be deemed to be in good working order until SWDconnect is advised otherwise.

4.5.2. Unless clauses 4.5.5 or 4.5.6 apply, or unless expressly stated to the contrary, the costs in respect of any repair and/or maintenance of the Circuit and the Service will be incurred and covered by SWDconnect.

4.5.3. SWDconnect will attend to faults reported by the Customer during Office hours and will apply its reasonable endeavors to have the affected Circuit and/or the Service restored in the shortest possible time.

4.5.4. The Customer is responsible for maintaining all Managed Service Equipment and Subscriber Equipment unless SWDconnect has agreed to provide maintenance for the Managed Service Equipment, which will be charged out at the rate set out in the Online Submission Form.

4.5.5. If the Customer requests that a fault be attended to immediately and requires that repair work be carried out after office hours, SWDconnect may, if it can perform such after-hours work, charge an after-hours maintenance charge on a time-and-material basis as determined by SWDconnect from time to time.

4.5.6. If SWDconnect determines that the fault reported by the Customer was caused by the Customer or by any Subscriber Equipment or by any other equipment that SWDconnect has not agreed to cover, the Customer will be liable for payment of the applicable call-out charges, as determined by SWDconnect from time to time.

5. USE OF SOFTWARE

5.1. The Customer shall use any Software provided to it by SWDconnect only for the purposes for which it is intended.
5.2. The Customer shall not nor permit anyone else to reverse engineer, decompile, modify, tamper with, amend, enhance, copy, sell, lease, license, sub-license or otherwise deal with the software or any part, variation, modification, release or enhancement thereof or have any software or any program written or developed for it based on the Software.
5.3. All rights of whatever nature in and to the Software and all upgrades, updates, modifications and variations thereto from time to time, shall vest in SWDconnect or its licensors and no rights in and to the software, its upgrades, updates, modifications and variations thereto are granted or assigned to the Customer. The Customer shall not, at any time in any way, question or dispute the ownership of the Software and undertakes not to infringe or prejudice any rights of SWDconnect or its licensors in and to the Software.
5.4. SWDconnect shall upgrade any Software provided to the Customer under the Online Submission Form (and if not explicitly dealt with in the Online Submission Form at its sole discretion).

6. USE AND STORAGE OF DATA

The Customer acknowledges that SWDconnect may establish generally acceptable use practices and limits concerning the use of the Services, including — for example: the period that the Customer's email messages and other content uploaded on to SWDconnect's server is retained, the quantity and size of material that may be sent from or received by the Customer and available disk space that will be allocated to SWDconnect's servers on the Customer's behalf.

7. SWDCONNECT PORTAL

7.1. SWDconnect grants Customer a non-exclusive, non-transferable right to SWDconnect Portal(s).
7.2. Access to any such SWDconnect Portal shall be through an approved User ID or other authentication mechanism provided by SWDconnect to Customer.
7.3. Any adjustments by Customer to Services on SWDconnect Portal are binding, and Customer assumes full responsibility for payment obligations arising out of modifications made on SWDconnect Portal.
7.4. Customer acknowledges that the documentation and information that accessible by Customer through SWDconnect Portal shall be deemed to be classified as Confidential Information of SWDconnect and, as such, disclosure and use of such documentation and information shall be governed by the terms of this Agreement relating to Confidential Information.
7.5. Customer shall take all necessary steps to maintain the security and integrity of all User IDs used in connection with accessing SWDconnect Portal.
7.6. Customer shall inform SWDconnect if Customer has any reason to believe that a User ID used in connection with accessing SWDconnect Portal has or is likely to become known to someone not authorized to use it or is being or is expected to be used in an unauthorized way.
7.7. SWDconnect reserves the right to suspend User ID access to SWDconnect Portal of Customer if at any time SWDconnect reasonably considers, after consulting with Customer whenever practicable, that there has been or is likely to be a breach of security in respect of a User ID. SWDconnect may issue replacement User IDs or cease suspension when SWDconnect is satisfied that the breach of security or threat of breach of security is resolved.
7.8. Customer understands that SWDconnect may amend User ID's periodically to prevent unauthorized access to SWDconnect Portal and Customer will appoint an employee to whom SWDconnect may communicate any such amended IDs.

8. GENERAL OBLIGATIONS OF EACH PARTY

8.1. In addition to its obligations as set out in the rest of these General Terms, SWDconnect undertakes to:
8.1.1. adhere to the Applicable Law;
8.1.2. exercise the reasonable skill and care of a competent provider of the Services;
8.1.3. uphold and abide by the respective codes of conduct (as amended from time to time) of ISPA and WASPA, available at <http://ispa.org.za/code-of-conduct/> and <http://waspa.org.za/coc/14-3>; and
8.1.4. abide by and uphold its Code of Conduct, available at <https://www.swdconnect.co.za/>.
8.2. In addition to the Customer's specified obligations as set out in the rest of these General Terms, Customer undertakes that it, or where relevant its employees will:
8.2.1. adhere to the Applicable Law;
8.2.2. deal with SWDconnect employees and designated contractors in a courteous, respectful and professional manner and not in any manner act in an abusive way;
8.2.3. raise any issues that it is experiencing through a trouble ticket using the relevant telephonic, email or online facilities and provide SWDconnect with any pertinent information that it may require resolving the trouble ticket; and
8.2.4. abide by the SWDconnect acceptable use policy, available at <https://www.swdconnect.co.za/>.

9. CHARGES AND PAYMENT

9.1. In return for the supply of and access to the Services, the Customer agrees and undertakes to pay SWDconnect the Charges.
9.2. Any invoice will, where applicable, detail the following types of Charges:
9.2.1. installation charge: the installation charge and any other charges levied as a once-off initial charge in respect of the connection of the Services;
9.2.2. reconnection charge: levied, where the Customer's right to use the Services is suspended due to non-payment, and which fee is in respect of any restoration of the Service, is payable in advance, together with any outstanding amounts which are due to SWDconnect;
9.2.3. ad-hoc / time and material charges: levied on each occasion for the provision of miscellaneous services requested by the Customer;
9.2.4. recurring/rental charges: levied periodically, usually monthly – but in any event, as indicated in the Online Submission Form – in respect of the use and availability of the Services. Recurring charges are payable in advance for the first and any subsequent rental period on the first day of the month, with effect from the Activation Date;
9.2.5. cancellation fee: a fee raised by SWDconnect to place it in the position it would have been had the Customer fulfilled the Contract;
9.2.6. call/usage charges: levied on the use of the Service where such use is metered. Call charges and usage charges are billed to the Customer at the end of each billing period.
9.2.7. anticipatory costs: levied to recover the charges that SWDconnect would have billed for the duration of the Fixed Term Agreement if the Contract had run its full term.
9.2.8. interest on overdue amounts: any amount due by the Customer to SWDconnect not paid on or before the Due date indicated on the invoice shall bear Interest from the date that an Invoice became due.
9.3. Billing
9.3.1. SWDconnect will periodically provide the Customer, usually monthly, with a invoice for the amounts payable by the Customer. The invoice will be sent to the Customer by email.
9.3.2. Where there is an event which prevents an accurate determination of the number of units on which the call or usage charges are determined for a billing period, the call charge or usage charges for the period in question shall be set as the average call or usage charges for the preceding 6

(six) billing periods (or lesser billing periods if the Service has been provided for a shorter time).

9.3.3. The invoice sent by SWDconnect to the Customer is on the face of it, and until the contrary is proved, proof of the amount due by the Customer to SWDconnect. The Customer is, however, entitled to query or dispute any part of the invoice per the provisions set out under clause 13. All undisputed portions of the invoice must, however, be paid by the Due date.

9.3.4. If SWDconnect determines that the disputed amount is in error, SWDconnect shall credit the amount incorrectly debited. Should SWDconnect determine and inform the Customer that the disputed amount was billed correctly such payment shall be paid by no later than the Due date of the next invoice.

9.4. Payments

9.4.1. Unless SWDconnect expressly agrees to the contrary in writing, invoices are payable on presentation by way of a monthly debit order or using a credit card. The first invoice for a Service is issued upon activation of service and payable on presentation.

9.4.2. Invoices and statements are available for download in SWDconnect Portal. Non-receipt of an invoice by the Customer shall therefore not be considered as a valid reason for late or non-payment.

9.4.3. The Customer shall be liable and responsible for payment until payment has been received into SWDconnect's bank account.

9.4.4. The Customer shall be in breach of the Contract by cancelling any debit order without the prior written consent of SWDconnect or where any debit order is returned unpaid or stopped or should any charge card account, or credit card account of the Customer be rejected. In such a case, SWDconnect will have the right to suspend the Customer's account until such arrears amounts together with interest thereon have been received and paid in full.

9.5. Changes to Charges

9.5.1. SWDconnect shall be entitled to increase any of the amounts reflected in the Online Submission Form, which increase will be relative to the Consumer Price Index. Increases linked to the Consumer Price Index usually are done once per year between January and April.

9.5.2. If there is a price increase on components of the Services beyond the control of SWDconnect (for example: foreign exchange fluctuations, increased pricing on third-party products or services like software license fees, surcharges, taxes, import duties, rates or levies, increased charges from other network operators or delay caused by any instruction of Customer), then SWDconnect shall be entitled to increase the Charges of the affected Service in proportion to the increase in cost.

9.5.3. Any increase as per clause 9.5.1 and 9.5.2 will be given to the Customer in writing.

9.5.4. A Consumer will have the right to terminate the Contract without penalty or charge where any such increases render the Service unaffordable to the Consumer, on condition that it gives SWDconnect 20 (twenty) Business days' notice of its election to cancel the Contract. Where a Consumer terminates the Contract as per its rights under this clause 9.5.4 such termination will be without penalty, except where the Consumer has been given or has purchased but not yet paid for Subscriber Equipment. In such a case the Consumer will have a legal duty, and SWDconnect will have a legal right to demand from the Consumer full payment in respect of the Subscriber Equipment less any amounts that have already been paid to SWDconnect in respect thereof before such termination.

9.6. Unpaid accounts – Suspension of Services

9.6.1. Where any amounts due to SWDconnect by the Customer are not paid on Due date, SWDconnect shall give the Customer 7 (seven) days' notice to pay all arrears/outstanding amounts and start charging interest at the Interest Rate.

9.6.2. If the Customer's account remains unpaid or no written agreement is concluded to settle the arrears, SWDconnect shall suspend the Customer's services, and the suspension will stay in place until the Customer has paid all arrear amounts, interest and any applicable reconnection charges or the Contract is terminated by SWDconnect.

9.6.3. If the Customer's account is in arrears, then SWDconnect shall be entitled to suspend all Services linked to the Customer's account, regardless of whether the suspended Services are delivered according to multiple Online Submission Form's or not.

9.7. Credit Limit and payment terms

9.7.1. SWDconnect reserves the right to impose a monetary limit on the maximum value of Charges incurred by the Customer during each billing period, and SWDconnect shall be entitled after the Customer has been given 20 (Twenty) days' notice of such overspend to which the Customer has not responded, to suspend the Services should the Customer exceed the maximum amount.

9.7.2. If SWDconnect and Customer agree on payment terms that are different to those set out in clause 9.4 and SWDconnect had to provide Customer with a notice in terms of clause 9.6.1 twice in any rolling 12 calendar month period, then SWDconnect shall be entitled to revert to the

default payment terms set out in this clause 9.

10. SUSPENSION, WITHDRAWAL OR TERMINATION OF THE SWDCONNECT SERVICE

10.1. SWDconnect may from time to time, and on notice where this is possible, suspend the SWDconnect Service and where applicable the right to use the Managed Service Equipment, or in its discretion disconnect the Managed Service Equipment from the SWDconnect Network in any of the following circumstances:

10.1.1. for routine maintenance, modifications to, or unplanned maintenance of the SWDconnect Network and/or any other systems involved in the delivery of the Services;

10.1.2. to mitigate against fraudulent or suspected fraudulent use of the Customer's Service;

10.1.3. per clause 9.6 or 9.7.1 above;

10.1.4. because of problems on third parties' infrastructure which has affected or disrupted the SWDconnect Service;

10.1.5. where certain Services are being abused by the Customer; and/or

10.1.6. where the SWDconnect Service or Managed Service Equipment is found to contain a security risk or shortcoming which enables the Customer to exploit the SWDconnect Service to the detriment of SWDconnect;

10.1.7. where the Customer uses Subscriber Equipment that is not approved by ICASA for such use;

10.1.8. Where the Service is removed because of a take-down notice that SWDconnect is obliged to act on.

10.2. The Customer accepts that the right to suspend the Services is necessary to maintain the quality of Services, the integrity of the SWDconnect Network, and to protect the interest of both the Customer and SWDconnect and that it will remain liable for all Charges which may be levied by SWDconnect during the period of suspension.

10.3. SWDconnect may from time to time, and on notice where this is possible, and without prejudice to any other claims or remedies which SWDconnect may have in terms hereof or in law, discontinue and/or terminate any part of the Contract, or in its discretion disconnect the Managed Service Equipment from the SWDconnect Network in any of the following circumstances:

10.3.1. where the SWDconnect Service or Managed Service Equipment has reached the end of its lifespan and is uneconomical to maintain or continue;

10.3.2. where there has been an insignificant interest in the use of a Service;

10.3.3. in response to an instruction from ICASA or in terms of the ECA or some other law or any authority competent to issue such instruction;

10.3.4. if the Customer has received the Service because of fraud or misrepresentation;

10.3.5. if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act or any other applicable legislation;

10.3.6. if the Customer is using or permitting the use of the Service or any element thereof for any illegal purpose or in contravention of Applicable Law;

10.3.7. for any other reason incidental to 10.3.1 – 10.3.6 inclusive.

11. BREACH AND TERMINATION

11.1. Should the Customer breach:

11.1.1. its payment obligations and have been suspended for non-payment for a period longer than 7 (seven) days; or

Digitally Signed by Consolidated Limeworks (Pty) Ltd

Location: Swellendam, 154.70.225.117

OTP: +27824514589

Email: hansiem@nitrophoska.co.za

11.1.2. any other term of this Contract and fails to rectify the breach within the notice period provided by SWDconnect (which shall be a reasonable period given the circumstances of the breach); then SWDconnect will have the right to either suspend or to cancel the Contract(s), without diminishing its right to claim any Anticipatory Costs or early termination penalties.

11.2. Should SWDconnect breach any material term of this Contract, then the Customer will have the right to provide SWDconnect with a letter requiring SWDconnect to rectify the breach within a period of 20 (twenty) Business Days. Should SWDconnect neglect or fail to remedy such breach within the 20 (twenty) Business Days' notice period, then the Customer may cancel the Contract without penalty.

11.3. The Customer shall be liable for all costs, including legal costs on an attorney and client scale, tracing cost and collection commission incurred by SWDconnect in respect of the enforcement of any obligations of the Customer in terms of this Contract.

11.4. Without diminishing any other claims or remedies which SWDconnect may have against the Customer in terms of this Contract or law, SWDconnect may terminate the Contract if the Customer has delayed the installation of the Service for longer than 3 (three) months and hold the Customer liable for Anticipatory Costs incurred by SWDconnect in this regard.

12. SUPERVENING IMPOSSIBILITY

Except as expressly provided under the Contract, SWDconnect shall not be liable to the Customer for failure to perform any obligation because of any acts of God, government restrictions or prohibitions or any other Government act or omission, any act or default of any supplier, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these were not foreseeable and beyond SWDconnect's reasonable control. Should any event contemplated in this clause prevent the provision of uninterrupted Service for a period exceeding four weeks, the Customer shall be entitled to terminate the affected Service without penalty.

13. CUSTOMER ASSISTANCE, DISPUTES OR COMPLAINTS

13.1. Technical Complaints and Billing Queries

13.1.1. SWDconnect can be contacted for technical support and account queries at the details provided at <https://www.swdconnect.co.za/>.

13.1.2. If the Customer experiences any trouble with any of the Services or with the Charges, it must bring the problem to SWDconnect's attention by raising a trouble ticket with SWDconnect by telephone, email or in the SWDconnect Portal. The issue will then be logged and detailed, and the Customer will be provided with a reference number.

13.1.3. SWDconnect will use its best endeavors to attend to the trouble tickets as soon as it is possible, which will depend on the complexity and nature of the problem as well as resource availability.

13.1.4. Where Customer has exhausted all levels of escalation and remains of the view that the matter has not been resolved to the satisfaction of the Customer, the Customer will have the right to refer the matter to ISPA, which can be done via the complaints form at [http://ispa.org.za/code-of-](http://ispa.org.za/code-of-conduct/complaints-form/)

[conduct/complaints-form/](http://ispa.org.za/code-of-conduct/complaints-form/) .

13.2. Complaints: If Customer has a complaint that is not related to the performance of the Service or related to a billing query, the Customer must follow the SWDconnect complaints process as amended from time to time and made available on the SWDconnect website.

13.3. Single Forum Resolution: The above rights are without prejudice to both Parties' respective rights to pursue a complaint or action in any other forum that has jurisdiction over the matter including the rights to submit the complaint to ICASA, provided that the same complaint shall not be

lodged at more than one forum.

14. CONSEQUENCES OF TERMINATION

After termination of the Contract for whatever reason:

14.1. SWDconnect may, on reasonable notice and in the Customer's presence enter the Customer's premises to remove the Managed Service Equipment which is owned by SWDconnect; and

14.2. Customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination or accrued thereafter because of the termination.

15. LIMITED LIABILITY AND INDEMNITY

15.1. In respect of internet-based services, SWDconnect only provides access to the Internet. SWDconnect does not operate or control the information, services, opinions or other content of the Internet. SWDconnect reserves the right to take measures as may be necessary, in SWDconnect's sole discretion, to ensure security and continuity of service on the SWDconnect Network, including but not limited to identification and blocking or filtering of internet traffic sources which SWDconnect deems to pose a security risk or operational risk or a violation of its AUP. In addition, the Customer understands that SWDconnect does not own or control other third-party networks outside of the SWDconnect Network, and SWDconnect is not responsible or liable for filtering or access restrictions imposed by such networks or for the performance (or non-performance) within such networks or within interconnection points between SWDconnect Network and other third-party networks.

15.2. The Customer is responsible for maintaining the security of its internal network from unauthorized access through the Internet. SWDconnect shall not be liable for unauthorized access to the Customer's network or other breaches of the Customer's network security. The Customer shall remain fully responsible to SWDconnect for any usage billing billed to Customer's account up to 30 minutes after Customer had logged an official support ticket with SWDconnect requesting suspension of the Services impacted by unauthorized access to the Services.

15.3. SWDconnect assumes no responsibility for the integrity, correctness, retention or content of electronic data transported via the SWDconnect Network.

15.4. Subject to the provisions of clause 15.6 below, SWDconnect shall not be liable to the customer or to any third party for claims that arise or occur because of the customer's use of the services, whether such claim, action or damage is direct or indirect, consequential or contingent. SWDconnect shall not be liable for any loss of life; injury; medical expenses; support; financial loss or financial support; loss of earnings; loss of profit and/or income; loss of revenue; loss of business or goodwill; any other special damages; or any general damages – regardless of whether it was foreseeable or flowed naturally from the use of the Services.

15.5. Customer indemnifies SWDconnect against any claim or action which may be brought by any third party arising out of Customer's use of the Services or out of the use of the Customer's Services.

15.6. Where a Consumer suffers any loss or damages because of the use of the SWDconnect Service, the Consumer, in this case, will be allowed to avail itself to the provisions housed under section 61 of the CPA, but subject always to the defenses and exceptions permissible and available to SWDconnect and its service providers under section 61 of the CPA.

15.7. The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Contract.

16. PROCESSING OF PERSONAL INFORMATION, RIGHTS TO PRIVACY AND RICA

Digitally Signed by Consolidated Limeworks (Pty) Ltd

Location: Swellendam, 154.70.225.117

OTP: +27824514589

Email: hansiem@nitrophoska.co.za

16.1. SWDconnect reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied. SWDconnect shall also be entitled to furnish any information relating to the Customer's account and compliance with these conditions to any registered credit bureau.

16.2. The Customer warrants and represents that all information supplied by it is accurate, correct and complete.

16.3. SWDconnect will use the Customer's Personal Data strictly in accordance with the Regulations promulgated in terms of Section 69 of the ECA or the Protection of Personal Information Act, whichever is applicable.

16.4. Customer will provide SWDconnect with all required Personal Data and other details which SWDconnect is required to obtain from the Customer in terms of section 39 or 40 of RICA.

16.5. Customer shall not transfer the Service to another person, other than a family member or dependent.

16.6. The Customer acknowledges and accepts that where the Customer does not comply with these provisions, it will amount to a material breach by the Customer of the Contract.

17. GENERAL

17.1. Cession, delegation, assignment: Neither Party may cede, delegate, assign, charge, transfer or otherwise dispose of this Contract or any rights or obligations therein in whole or in part, without the written consent of the other Party. Such consent shall not be unreasonably withheld or unduly delayed. Notwithstanding the foregoing, SWDconnect may assign any and all of its rights and obligations hereunder: (i) to any SWDconnect affiliate (as defined the Companies Act, 71 of 2008; (ii) to a third party pursuant to any sale or transfer of substantially all the assets or business of SWDconnect or a SWDconnect affiliate; or (iii) to a third party pursuant to any financing, merger, or re-organization of SWDconnect or a SWDconnect affiliate.

17.2. Applicable laws and Jurisdiction: This Contract will be interpreted and governed by the laws of South Africa.

17.3. Variation and Amendment: Subject to and save where the right to amend the Contract, has been mentioned explicitly under the Contract, neither party may vary the terms of the Contract unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.

17.4. Consumer status: Certain rights have been granted to a Customer who is a Consumer. SWDconnect reserves the right to withhold any of these rights and/or resultant benefits until the Customer can prove to SWDconnect, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer (and in the case of a right which it wants to exercise under section 14 of the CPA, that it is an Individual Consumer). Where the Customer is unable to show that it is a Consumer or Individual Consumer, SWDconnect reserves the right to reverse or call for a refund of any rights or benefits which are permitted under the CPA and which the Customer has unlawfully taken advantage of.

17.5. Customer details and changes thereto: The Customer agrees to supply SWDconnect with such information, documentation and signatures that SWDconnect may reasonably require at the time that the Contract is concluded, to give effect to the payment arrangements of the Contract. Any subsequent changes that affect the information supplied to SWDconnect such as bank account or legal service address must be brought to the immediate attention of SWDconnect in writing.

17.6. Whole Contract: The Contract contains the sole and entire record of the agreement between the Parties. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in writing and signed by both Parties or otherwise created by operation of law. For clarity, where it appears from the context of multiple Online Submission Forms concluded between the Parties that they are intended to be read as one Contract, then the Online Submission Form shall not be deemed to constitute separate and divisible Contracts, and in such event, conflicting provisions of General Terms shall be resolved with the ordinary rules of interpretation.

17.7. Indulgences: No indulgence, leniency or extension of time which either Party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future. Any indulgence or the relaxing of the provisions of the Contract by the grantor shall not prejudice the right of the grantor to insist on the strict compliance by the defaulting Party of its undertakings and obligations in terms of the Contract.

17.8. Severability: In the event of any one or more of these terms and conditions being unenforceable, the offending clauses will be severed from the remainder of the Contract, which will nevertheless continue to be binding and enforceable.

18. LEGAL ADDRESS FOR SERVICE

18.1. The Parties choose the addresses set out below as their chosen place to receive legal notices:

18.1.1. SWDconnect at 11 Commissioner Street Swellendam, 6740, Western Cape, South Africa. Notices must also be emailed to info@swdconnect.co.za ; and

18.1.2. the Customer at the physical or residential address specified in the Subscriber Contract. Where Customer has entered into multiple Subscriber Contracts, then the physical address specified in the Subscriber Contract most recently signed by the Customer or its authorized representative.

18.2. All notices given in terms of this Contract shall be in writing. General notices that do not commence legal proceedings shall be sufficiently provided to either Party by way of email, or where applicable by any other electronic messaging service.

19. CANCELLATION PROCESS

19.1. Unless SWDconnect expressly agrees to the contrary in writing, Customer must cancel services on at least 90 days' advance notice to take effect at the end of the Initial Period or the Renewal Period, failing which SWDconnect may charge the Customer a cancellation fee.

19.2. Cancellations must be processed through the cancellation request form in the SWDconnect Portal, or Customer must send a cancellation request to info@swdconnect.co.za. The online cancellation request form will reflect the duration that is left for each Service as well as the cancellation fee (if any) of each Service. Cancellations received by email will be followed up with a quote setting out the cancellation fee (if any) of each Service.

19.3. Email cancellations must contain at least the following information:

19.3.1. The Customer's account number; and

19.3.2. The description of the Service/s to be cancelled as is described on the Customer's invoice.

19.4. SWDconnect will not be deemed to have received a cancellation notice unless it has issued Customer with written confirmation of receipt and a unique reference number. If Customer is not furnished with a unique reference number within 48 hours of transmitting its cancellation notice, Customer must escalate to info@swdconnect.co.za .

19.5. SWDconnect's processing of a cancellation request shall be without prejudice to its right to any claim that it may have in terms of this Contract. Customer acknowledges that in many instances cancellation of Services is not reversible or may attract financial penalties, and therefore SWDconnect may delay the actual termination of Services after acknowledging receipt of a cancellation notice to communicate to Customer the consequences of termination and to allow Customer to withdraw a cancellation notice.

19.6. Customer shall remain liable for any Charges raised by SWDconnect against the Customer's account after the Customer has sent SWDconnect a cancellation notice that is not processed in the manner set out herein

20. FREE-TO-USE

20.1. "Free To Use" means that SWDconnect provides a Device for use with your services, without any additional charges beyond the monthly subscription fees.

20.2. If a Free to use device form part of the agreement:

20.2.1 SWDconnect will supply a Wi-Fi router to the Customer on a free-to-use basis. This means that the Customer must return the equipment upon cancellation of SWDconnect Service in the same state as received.

20.2.2 Ownership of the Wi-Fi Router will remain with SWDconnect for the duration of the SWDconnect contract.

20.2.3 The risk of loss, damage or theft of the device will transfer to the Customer upon delivery of the equipment. Where a customer loses, damages the equipment, or the equipment is stolen, he will be liable to pay the replacement value of the equipment at the time of loss, damage or theft. SWDconnect will provide another device and reserves the right to provide a refurbished device.

20.3. Equipment supplied by SWDconnect carries a warranty for defects that render the equipment that render it reasonably unsuitable for the purpose it is generally intended. The warranty only applies to manufacturer defects and not user-induced and/or negligent damage; or damage caused by liquid or moisture intrusion.

20.4 The Customer will be liable for repair or replacement cost to faulty equipment if the damage to the equipment is user-induced or out of warranty.

20.5 SWDconnect reserves the right to replace equipment with refurbished equipment.

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. "Contended" 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

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.

Wireless WTTH / WTTB

1. INTERPRETATION

Unless a contrary intention clearly appears, the following terms shall have the following meanings –

1.1 RICA means the Regulation of Interception of Communication Act

1.2 Kbps means kilobits per second

1.3 Mbps means Megabits per second

1.4 MB means Megabyte

1.5 GB means Gigabyte

1.6 FUP means Fair Usage Policy which applies as and where specified to uncapped data plans

1.7 Network Coverage means the geographical area within which the Internet Services can be accessed and used by the subscriber

1.8 Equipment means the hardware, including but not limited to a modem and router, which are owned by SWDconnect.

1.9 LOS: Line of Site between the high site and customer premises.

1.10 Site Survey Document: Report of the Site Survey.

1.11 Migration means moving to a package of the same technology of either a lower or higher subscription value

1.12 Bundle means where more than one service is packaged as one solution

1.13 Data Cap means the amount of data allocated as part of the package subscription (ex. 1GB is allocated on the package and once the 1 GB is depleted additional data would need to be purchased or out of bundle usage will apply)

1.14 In-Bundle means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for
Out-of-bundle means the data that is being used after the in-bundle data has been depleted.

1.15 Managed Service refers to managing and maintenance of customer premises equipment related to the contracted link.

1.16 Licensed: Spectrum is regulated by ICASA in the RSA.

1.17 Coverage Maps means the simulated active coverage areas in which the Provider is able to supply the Service as amended from time to time;

1.18 Symmetric means that the uplink traffic in the direction of the wholesale provider will be the same as the downlink traffic in the direction of the end user site

1.19 Asymmetric means that the uplink traffic in the direction of the wholesale provider will be less than the downlink traffic in the direction of the end user site

1.20 PTMP: Point to Multi Point solutions whereby a link is installed only at the customer premises.

1.21 PTP: Point to Point solutions whereby a link is installed at the customer premises as well as the high site.

1.22 Packet means a parcel of information, which is packaged depending on the transmission medium

1.23 Packet Loss is measured as a percentage of packets lost with respect to packets sent, and is expressed as an average measured over one calendar month

1.24 Jitter is the difference in time in end-to-end one-way delay between selected packets in a flow with any lost packets being ignored. Packet delay variation guarantees are expressed as an average measured over one calendar month.

1.25 Latency is the roundtrip time expressed as the length in time it takes for a data packet to be sent to the destination address and for the acknowledgment of receipt to be received by the source address. Latency guarantees are expressed as an average measured over one calendar month.

1.26 Customer means a legal entity who engage with SWDconnect into a binding contract to make use of any service.

1.27 CPE: Customer Premises Equipment means the service network terminating equipment which is leased (as part of the MRC) or bought from, and managed by SWDconnect, located at the Customers premises, used in conjunction with SWDconnect Network in order for the Customer to use the service

1.28 NID: Network Interface Device, is part of the SWDconnect owned CPE and forms a mandatory part of the managed service

1.29 Non-Recurring Charge (NRC) is the fee SWDconnect will charge the customer as a once off charge for the standard installation and configuration of the service at the customer premises

1.30 Monthly Recurring Charge (MRC) is the fee SWDconnect charge the customer monthly in advance for providing the service as a managed service.

1.31 Ad-Hoc charges is a once off fee SWDconnect will charge the customer for nonstandard items such as specialized brackets, fibre lays, cherry pickers, scaffolding etc.

1.32 Configuration change fee is a fee SWDconnect will charge the customer for any changes to the service requested by the customer after signing the agreement, which includes but are not limited to changes in the type of service, throughput changes, VLAN changes, up or downgrade of services,

1.33 Standard Installation is an installation that are planned and executed after signing of a Service Order which service does not require a unusual site survey any special brackets, fibre lays, a cable run longer than 30m and does not require any special health and safety preparations such as cherry pickers.

2 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS SERVICES

These provisions are applicable to all SWDconnect wireless services except where stated otherwise with in the subdivisions of this service in this document.

2.1 Purchases on Account will be limited to the subscriber's applicable credit limit as determined by SWDconnect

2.2 The SWDconnect Wireless Service is:

2.2.1 A Licensed Microwave Wireless Service provided in the product coverage maps

2.2.2 Provisioned as a full or half duplex service according to type of service ordered by customer

2.2.3 Specified as a Symmetrical or Asymmetrical service according to the type of service ordered

2.2.4 An Acceptable Use Policy (AUP) applies to SWDconnect Wireless Services. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/>

2.3 The following service charges are applicable:

2.3.1 NRC for a standard-installation

2.3.2 MRC as a manage service

2.3.3 Ad-Hoc charges for unusual or non- standard items

2.4 Customer premises must be in the network coverage map with direct line of site to a Service high site to qualify for a SWDconnect Wireless service.

2.5 If the service is not feasible, as a result of network coverage, the application and order will become null and void.

2.6 The service is subjected to a physical site survey and a signed Landowner Consent form.

2.6.1 A site survey will be conducted after acceptance of the quote, if the customer insists on a pre-quote site survey, the customer is responsible for the cost of the site survey. The outcome of the site survey is determined on the site survey report and it is a requirement for the subscriber to sign off.

2.6.2 The aim of the site survey is to confirm feasibility, determine line of site, determine the mounting position of the CPE, feasibility of a standard-installation, the cable run route, health and safety implications and installation turnaround times.

2.7 The quoted pricing is indicative and is subject to change based on the physical site survey report.

2.7.1 If the pricing is affected based on the site survey report, the customer can re-sign for the same period with the adjusted pricing.

2.7.2 If the pricing does increase after conduction of the site survey, the customer may choose not to resign the contract with adjusted pricing without incurring penalties for the site survey.

2.8 Failure to provide the correct information on the site survey document can result in an incomplete survey thus delaying final installation and a penalty fee will be charged.

2.9 If equipment must be swapped out for an upgrade or downgrade of services, a once-off fee will be applicable.

2.10 SWDconnect wireless is a managed service and the CPE will remain the property of SWDconnect during and after the contract period unless accounts are fully paid and CPE bought from the commencement date.

2.11 The customer will arrange access for SWDconnect to decommission the CPE upon termination of the contract.

2.12 SWDconnect Wireless services require a NID to function as part of the managed service, which cannot be removed or bypassed by the customer.

2.13 Limited upgrades are possible based on the CPE deployed at the premises, for which a written quote is required, A configuration fee will apply in such case.

2.14 Customer can upgrade a link for an extended period and downgrade it to its original size without incurring penalties but would be liable for the configuration changes, subject to a signed quote.

2.15 The customer is responsible and liable to SWDconnect for the Customer Premises Equipment until such time that SWDconnect can decommission it from the premises. In case of loss or damage to the CPE or portions of it, the customer will be charge for the replacement value of those components and labor related to reinstatement if it.

2.16 Customer LAN and networking equipment is excluded (i.e. phones, headsets, network switches, cabinets etc.) and will be quoted separately or be a prerequisite to installation where necessary.

2.17 New Pricing will be available to current in contract customers under the following conditions:

2.17.1 New contract for the exact same product type is signed and must be for the same period as the existing contract i.e. the original contract is 24 months, a new 24-month contract will need to be signed.

- 2.17.2 The value of the new contract must equal or exceed the monthly Rand value of the existing contract.
- 2.17.3 If the customer is in contract, the new contract must be for exact same SWDconnect Wireless product.
- 2.17.4 New pricing will apply to out of contract customers for any new contract signed.
- 2.18 The standard contract term in the Service Order is quoted in months, which term is binding with 30 days' notice for cancellation after expiration.
- 2.19 Early cancellation fee applies if service is cancelled before the end of contract: outstanding months x Monthly Recurring Cost.
- 2.20 Cancellation fees apply if a service is cancelled between service order and implementation.
- 2.21 SWDconnect reserves the right to change the layer 2 link provided at any time provided that the customer is left with a similar or better quality link.
- 2.22 Billing for the wireless service commences from installation and activation of the wireless link and not from cutover of the total solution.
- 2.23 Support for technical and billing issues must be logged telephonically, email or by means of the online customer portal – details at <https://www.swdconnect.co.za/>
- 2.24 The Customer will provide SWDconnect with accurate and up to date information when Customer contacts SWDconnect to report a suspected fault and is asked a standard set of structured questions. SWDconnect shall not be liable in terms of the SLA as the result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay service repair.

3 SPECIFIC PROVISIONS PERTAINING DEDICATED SWDCONNECT WIRELESS SERVICES

- 3.1.1 Cancellation notice for PTP and Customer Specific Solutions are 90 calendar days (3 calendar months)
- 3.2 Early cancellation fees for a PTP solution is calculated as per outstanding contract period plus 3 calendar months multiplied by MRC
- 3.3 Dedicated Services are not contended and is supported by a Standard Service Level Agreement (SLA):
- 3.3.1 Service availability from 08:00 to 17:00 during business days, excluding public holidays
- 3.3.2 Guaranteed uptime of 99%
- 3.3.3 Latency <80ms
- 3.3.4 Jitter <40ms 3.3.5 Packet loss <0.1ms
- 3.3.6 Service credit payable for non-performance, will be calculated in proportion and as a percentage of the Monthly Recurring Service Fees

4 SPECIFIC PROVISIONS PERTAINING SWDCONNECT WIRELESS BROADBAND SERVICES

- 4.1 Broadband services are best effort services, contended at 10:1 and without any SLA's
- 4.2 A Fair Use Policy applies to SWDconnect Wireless Broadband Service. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/> Fair Usage Policy (FUP) will be implemented on uncapped bundles according to the soft cap limits. No other monthly restrictions will apply. Should utilization reach a total of 50% of the allowed bandwidth threshold, the speed will be limited to 50% of the contracted speed, as Step 1. Should utilization reach a total of 100% of the allowed bandwidth threshold, the speed will be limited to 25% of the contracted line speed.

5 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS REDUNDANT SERVICES

5.1 SWDconnect Wireless Redundant is only available as redundant to SWDconnect Primary services, auto configured and monitored by means of a SWDconnect NID device

5.2 Redundant services are provisioned as a failover service and should not be utilise as a secondary (active) service. Load balancing over a redundant service is not allowed

5.3 If a redundant service is actively utilised for more than 10% of the month, the customer is liable for the equivalent cost of a primary link

5.4 SWDconnect Wireless Redundant services do not duplicate the primary service, which carry SLA's, and do not have the specifications than the associated primary service has.

5.5 SWDconnect Wireless Redundant services will not be the same speed as the primary link speed, this is dependent on what the customer orders with SWDconnect

5.6 SWDconnect Wireless Redundant services share the same port configuration, NID and IP's as the primary SWDconnect service but not accessible from outside when redundant link is active.

5.7 It is the customer responsibility to test the service as a redundant service at least once a month to ensure that it functions in accordance to specifications

6 SPECIFIC PROVISIONS PERTAINING TO SWDCONNECT WIRELESS TEMPORARY TO REDUNDANT SERVICES

6.1 The Temporary-to-Redundant Service is only provision in case the customer wait for another SWDconnect primary service with similar specifications and SLA, in which case the service will be auto-configured to act initially as a primary services and automatic fails over to the redundant role once the primary service is installed.

6.2 The provisions pertaining primary services as described in Clause 3 and 4 above are applicable to the service while it serves in a Temporary Primary role.

6.3 All the provisions pertaining SWDconnect Wireless Redundant above are also applicable to the Temporary-to-Redundant service while it serves in the role of a redundant service.

7 WIRELESS INSTALLATION

7.1 A basic installation consists of the following 3 aspects:

7.1.1 CPE (client premise equipment) is mounted outside. The CPE comes in small, medium or large sizes, depending on the distance from the AP it has to connect to. It is normally a small weatherproof device mounted on an exterior wall, the eaves or rooftop. It can also be mounted on a separate free-standing pole or tower. The installed CPE points to the AP located strategically to service a specific area.

7.1.2 Wiring: A CAT5 cable also known as Ethernet cable is run down from the CPE on an exterior wall. Our installers try to obscure the cable as much as possible. The cable needs to transfer from the outside of the house to the inside either through the roof, or through drilling a small hole in a wall or door/window frame. If there are existing cabling for phone, or Satellite TV we will try to work with these as much as possible. If you need additional wiring please contact us for an official quotation.

7.1.3 Connect your computer(s): Once inside the house the cable is connected to a power source called a POE (power over Ethernet) that supplies the equipment outside with DC electricity. The CAT5 cable coming from the POE can be connected to a single computer or into the internal network. A basic installation provides you with 1 Ethernet connection.

7.1.4 With everything in place – the connection is tested and all basic configuration setups are done.

7.2 A Basic Installation includes:

7.2.1 Traveling less than 75km from SWDconnect's nearest headquarters.

7.2.2 Installation and activation charge.

7.2.3 30m or less of CAT5 cable, CPE with POE, One exterior wall mount.

7.2.4 One connection and configuration to a computer network card, or to the internal network.

7.3 The following is considered additional and will be charged separately:

7.3.1 To install switches, Wi-Fi hotspots, VOIP connections etcetera will all be charged additional.

7.3.2 Special installations (e.g. Non-penetrating roof mount, extension pole, wall jack, additional cabling beyond 30m etc.)

7.3.3 Trouble shooting computer, devices or internal network problems are also not included. Normal labor rates will apply to assist with these problems.

8 Ownership of Equipment

8.1 The CPE and POE supplied at installation remains the property of SWDconnect and must be returned to us upon termination of service if the account is not paid in full.

8.2 Whilst the CPE is in service on your premises you are responsible to insure it against theft or accidental damage (as covered under a standard short-term insurance policy) – or if you do not have insurance, pay for the repair or replacement if such damage occurs.

8.3 SWDconnect will however support and maintain this CPE to operate optimally – which includes installing new firmware updates as they become available. The CPE should have a technology lifespan of at least 2 years.

8.4 CPE's older than 2 years that need to be upgraded will result in an upgrade cost for the customer.

9 Acknowledgements

9.1 That ownership of wireless equipment used to connect to the service provider's network remains that of the service provider.

9.2 The customer must ensure the necessary security of the equipment.

9.3 If equipment is damaged, destroyed, disposed of or stolen, regardless of the cause, including lightning damage and damage caused by electrical undulations, the customer will be liable to the service provider for damages.

9.4 If Agreement is cancelled, wireless equipment should be delivered back to the service provider in the same condition as received if not paid in full. The service provider will contact the customer and agree on a time and date after which an agent of the service provider will remove the wireless equipment.

9.5 If the service provider receives no cooperation in this regard from the customer, the service provider will immediately remove all wireless devices with or without the consent of the customer and the latter indemnify the service provider or its agent against a criminal charge of trespassing if equipment is removed.

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

Dedicated / Fibre to the Business (FTTB)

1. INTERPRETATION

Broadband terminology not specifically defined herein shall have the meaning assigned thereto in the ISPA Guidelines and Recommendations on Broadband Terminology.

1.1. Commencement Date: The date that the Link is installed, as more fully set out in clause 6 below.

1.2. Fibre Service: The service delivered by SWDconnect over the Link, as more fully set out in the Service Description below, the Online Submission Form and the product rules.

1.3. Installation Period: The period during which the installation of the Link is taking place, starting on the date this agreement becomes binding on SWDconnect and the Customer, and ending on the Commencement Date.

1.4. IP Network: The Internet Protocol network owned and/or under the control of SWDconnect.

1.5. Link: The fibre optic / wireless circuit terminating at the one end at a Network Interface Device at the Customer's premises indicated on the Online Submission Form and at the other end at the Network-to Network Interface between SWDconnect and the Network Operator. Links are classified according to the traits of the premises where the access circuit is installed / to be installed, as follows:

1.5.1. In Coverage (On-Net) a. In-Precinct: a building, group of buildings or a limited geographic area where Lit Fibre / Lit Wireless is available. b. Special Precinct: Where a building is in an area designated as In-Precinct but there are circumstances beyond the control of SWDconnect that increases the cost of the Fibre/Wireless Service such that SWDconnect cannot provide the Service on its standard pricing. c. Out-of-Precinct: Where the premises have optical fibre, but it is not Lit Fibre or Lit wireless.

1.5.2. Not-Feasible: Where it is neither technically nor commercially feasible to deploy services at standard rates or at all.

1.5.3. Off-Net: Where the premises falls outside of a coverage area.

1.6. Lit Fibre/Lit Wireless: Fibre/Wireless operated by a Network Operator contracted to SWDconnect and that is connected to functioning fibre/wireless network equipment such that SWDconnect can provide the Fibre Service.

1.7. Network Operator: An entity holding an electronic communications network services license issued to it by the Independent Communications Authority of South Africa, from whom SWDconnect leases a Link to deliver the Fibre Service to the Customer.

1.8. Network Interface Device: is a device that serves as the demarcation point between the Link and the customer's premises wiring.

1.9. Contention/Subscription ratio: Contention or Subscription ratio's is the planning rules for shared access links or Network capacity. Basically, a contention ratio is a ratio of possible demand against total capacity.

2. SERVICE DESCRIPTION

2.1. Business Broadband Fibre is a symmetric, capped or uncapped, contended service which comprises of the provision of access to the Internet at maximum speeds as set out in the Online Submission Form together with any relevant add-on services as described in the Online Submission Form. The service is provided by connecting the Customer to the SWDconnect IP Network across a Link leased by SWDconnect from a Network Operator.

2.1.1. Capped – The cap on the data provided to the Customer is a hard cap.

2.1.2. Uncapped – The uncapped version of Business Broadband Fibre is subject to the SWDconnect Fair Use Policy, unless an add-on has been purchased for the waiver of the Fair Use Policy.

2.2. Due to the best effort nature of the Internet, IP throughput rates can only be guaranteed from the Network Interface Device to the point of interconnection between the SWDconnect IP Network and the Internet.

2.3. Technical support should be requested only where the performance of the Link is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.

2.4. Web-based speed-tests are not reliable and will not be accepted by SWDconnect as conclusive proof of non-performance by SWDconnect. If a support call is logged with SWDconnect, SWDconnect shall use industry accepted tests in a controlled test environment to verify the performance of the Link.

2.5. Key service attributes are:

2.5.1. Line speeds within bundles are symmetrical

2.5.2. Static IP allocation are limited to 10 Usable IP's.

2.5.3. Access Link contention – 1:1

2.5.4. Maximum Network contention - 1:10

2.6. SWDconnect Fibre for Dedicated Service is a dedicated last mile solution providing symmetric, uncontended (one-to-one), option where Quality of Service and guaranteed services is required; i.e. Bespoke Voice Solutions, MPLS, Video Conferencing. This service offers several customizable options to suit your unique requirements.

2.7. Fibre Services are provided in accordance with the service descriptions and the product rules.

2.8. Key service attributes are:

2.8.1. Access Link contention – 1:1

2.8.2. Network contention - 1:10

2.8.3. SLA's available

3. FEASIBILITY STUDIES

3.1. All requests for the Fibre Service shall be subject to a feasibility study to determine whether a Network Operator has adequate fibre infrastructure to provide the Service at a specific location.

3.2. Desktop surveys are performed to conduct initial feasibility studies and inform estimated lead times and costs.

3.3. Network Operators reserve the right to amend feasibility results during implementation of the service when circumstances arise that was not foreseeable with desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to previously unknown factors.

3.4. When a Network Operator amends a feasibility result, it may lead to increased installation times, and may also lead to a reclassification of the premises. For example, an In-Precinct building may be amended to a Special Precinct.

3.5. In the event of changes to the feasibility results leading to changes in pricing or installation times, the Parties shall co-operate in good faith to conclude amended terms and conditions that consider such changes that are necessitated through changed circumstances.

4. TEMPORARY WIRELESS SERVICES

The following rules apply to temporary wireless services ("TWS"):

4.1. TWS is a temporary solution to provide connectivity during the Installation Period of the Fibre Link.

4.2. TWS is only available:

4.2.1. To customers that have ordered fibre broadband services where the Link size is more than 250 Mbps.

4.2.2. Where there is direct line of sight and sufficient signal coverage for a SWDconnect Wireless temporary service as confirmed through a physical site survey.

4.2.3. On confirmation of a written landlord consent to install a temporary wireless service on the premises.

4.3. Where the provision of TWS is not feasible, it shall not be construed as providing the Customer with any legal remedy to terminate the agreement for the provision of fibre services.

4.4. The customer is responsible to obtain a landlord consent and arrange access to conduct a physical site survey within a SWDconnect stipulated time.

4.5. The TWS will be installed within 10 working days from the official physical site survey been completed, direct line of sight and sufficient signal coverage for the SWDconnect Wireless Temporary service is confirmed.

4.6. TWS can be used as a redundant/failover service after the Fibre Link has been installed, only if the customer contracted for such service on a term contract in advance. Product specific pricing and terms and conditions for the redundant service shall apply.

4.7. The minimum term for the TWS is 3 months from the date of commissioning of the TWS. The Customer acknowledges that should the Fibre Link be installed within a period shorter than 3 months, the Customer will be liable to SWDconnect for the monthly service charges of the minimum period of 3 months. For clarity:

4.7.1. Should the Fibre Link be installed more than 3 months after the TWS has been commissioned, then billing for the TWS shall continue on a month to month basis until termination of the TWS service and physical cut-over of the Fibre Link.

4.7.2. Should the Fibre Link be installed in less than 3 months of the TWS having been activated, the Customer shall be liable for all TWS service charges up to a minimum period of 3 months.

4.7.3. The customer is liable for the TWS service charges until the day of physical cutover the Fibre Service, with a minimum of three (3) months.

4.8. Not all value-added services procured with the Fibre Service can be provisioned on the TWS. Without limiting the generality, SWDconnect can configure a VLAN up to 2Mbps for a voice channel over the TWS, but cannot configure any additional VLAN's, nor can it make available other valued added services such as Boost or Service Level Agreements

4.9 A configuration charge of R1,500.00 (exclusive of VAT) per configuration is applicable in the event of any configuration changes to an existing Service as set out in this Service Schedule. Such changes include but are not limited to:

4.9.1 Upgrade of bandwidth

4.9.2 Downgrade of bandwidth

4.9.3 VLAN changes

4.10 As the TWS is a temporary broadband service, no Service Level Agreements applies to and therefore no service credits are applicable.

5. INSTALLATION OF LINK

5.1. The installation fees on 3-year and longer contracts are fully subsidized on the condition that the full 3-year term is honored, failing which SWDconnect shall raise an invoice for the full installation fees.

5.2. Estimated lead times are determined by network coverage, network availability and the specific scope of work.

5.3. The duration to install a Link is subject to many factors which are outside the control of SWDconnect or the Network Operators. These include, but are not limited to obtaining approvals from municipalities, roads agencies, utilities providers, other network operators, private landowners and landlords. Construction work may be affected by inclement weather conditions.

5.4. Installation times are therefore only estimates. SWDconnect shall do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of a Link. Should the Customer terminate a Online Submission Form before a Link is installed, the Customer shall be obliged to pay to SWDconnect a termination fee as set out in the termination clause below.

The provisions of clause 11 of the general terms and conditions shall not apply to installation of a Link.

5.5. The Customer shall be responsible for making available, at no cost to SWDconnect, accommodation, power, space, including mast space, ducting and other facilities for the purposes of housing the transmission equipment of the Network Operator required for the provision of the Services to the Customer. The Customer shall ensure that the premises for which the request has been made are accessible at any reasonable time as may be required by SWDconnect to fulfil its obligations in terms hereof.

5.6. The Customer shall be responsible for obtaining all third-party approvals and consents necessary for installation and use of the Services.

5.7. In case of jointly used office, buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Customer's IP connection point, are not included in the provision of the Service and are the Customer's sole responsibility. Any costs associated to utilize the telco entrance / meet-me-room shall be for the Customer's account.

5.8. SWDconnect has the right to replace all a Link provided by a Network Operator with a link provided by any other Network Operator or provided by itself, provided that the replacement Link shall not have lesser specifications than the Link that is being replaced.

6. ACTIVATION OF SERVICE

6.1. Within seventy-two (72) hours of completing the installation for the applicable Link, SWDconnect will conduct acceptance tests on the Fibre Service. Upon successful testing being concluded, a Service Handover Form ("SHF") shall be provided to the Customer. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.

6.2. Should the Customer detect a fault on the Fibre Service during these acceptance tests, the Customer shall notify SWDconnect of such fault in writing. The Customer may only reject a Service on the basis that the advertised technical specifications of the Service has not been met. If the Customer notifies SWDconnect of its non-acceptance, further tests of the Service shall be conducted until the Service meets the advertised technical standards.

7. BINDING EFFECT

These product terms and conditions shall become binding on acceptance by SWDconnect of the signed Online Submission Form, general terms and conditions and these product terms and conditions. SWDconnect shall be deemed to have accepted these terms unless it notifies the Customer in writing to the contrary, in which event it shall furnish the Customer with reasons why the terms have not been accepted.

8. DURATION AND COMMENCEMENT

These product terms shall endure for the period indicated on the Online Submission Form, calculated from the Commencement Date, where after it shall continue in accordance with the General Terms and Conditions.

9. SUPPORT

9.1. Support for technical and billing issues must be logged telephonically, by email or in the online customer portal – details at

<https://www.swdconnect.co.za/>

9.2. Any request for technical or billing support sent to account managers may result in delayed responses and turnaround times.

9.3. The Customer will provide SWDconnect with accurate and up to date information when Customer contacts 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 service repair.

10. RELOCATION

10.1. The portion of the Fibre Service that is comprised of the provision of the Link is provided to the specific address with a Link leased by SWDconnect from a Network Operator.

10.2. Each Link has its own unique build cost (which is not related to the installation fee charged by SWDconnect) and accordingly should the Customer wish to move premises during the contract term of a Fibre Service, there will be associated costs recoverable from the Customer as follows:

10.3. If the new premises are at an address that falls within the definition of:

In-Coverage

- A replacement contract must be signed for at least

a) the same term

b) the same value

- Relocation fees for the new Link will be payable by Customer.

Not-Feasible

- Value of the balance of contract reckoned from the Commencement Date will be payable.

10.4. To ensure minimum disruption to Service to the Customer, Customer must give SWDconnect at least six months' notice of its intention to move premises, together with full details of the new premises.

10.5. All requests for the Fibre 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 a specific location.

10.6. If, after a feasibility study has been conducted it is evident that:

10.6.1. It is not feasible to provide an alternative Link to the new premises; or

10.6.2. A new link will in all likelihood not be installed by the time that the Customer moves into the new premises; then

10.7. SWDconnect shall suggest an alternative service to be provided to the Customer as a replacement service and the customer shall be obliged to procure from SWDconnect such replacement service as best meets the Customer's technical requirements.

10.8. Services provided on new Links or as a replacement to the Fibre Service shall be on a new contract term and shall not continue for the duration of the term of the Fibre Service associated to an existing address, unless SWDconnect agrees otherwise in writing.

10.9. In the event that it is not possible to provide the Customer with an alternative Link or an alternative Service at the new premises, it shall be regarded with as an early termination of agreement and dealt with in accordance with the termination provisions below.

11. TERMINATION

11.1. Customer shall provide SWDconnect with at least three calendar months' notice that it intends to the terminate the Fibre Service (in whole or in part).

11.2. Notwithstanding any provisions set out in the General Terms and Conditions, if the Customer's termination date is a date prior to the expiry of the Initial Term, or any subsequent renewal term, then the Customer shall be liable to SWDconnect for termination penalties calculated as follows:

11.2.1. Termination for any reason during the Installation Period: 100% of the monthly recurring values multiplied by the number of months indicated on the Online Submission Form.

11.2.2. Termination at any time after the Commencement Date but before expiry of the Initial Period, including termination arising out of the Customer moving premises or termination by SWDconnect as a result of customer's breach: 100% of the monthly recurring values for the remainder of the contract term.

12. BUNDLED SERVICES

12.1. Bundled services may be subject to separate product terms and conditions. In such event, the terms of such bundled services must as far as reasonably possible be read to be in harmony with these terms and conditions. Should there however be an irreconcilable conflict, the terms of each service shall apply without modification to the relevant affected service.

12.2. Bundle prices are fixed and are not subject to any reduction if the value-added services are not activated/used.

13. FAIR AND ACCEPTABLE USE POLICY

13.1. The Customer shall at all times be bound by the SWDconnect Acceptable Use Policy available at <https://www.swdconnect.co.za/>

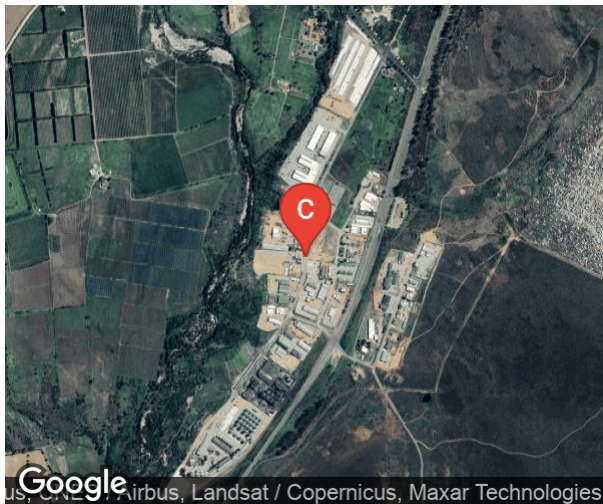
13.2. Unless the Online Submission Form indicates that the Customer has contracted with SWDconnect for a waiver of its Fair Use Policy, the Customer shall be bound by the Fair Use policy as advertised by SWDconnect and as further described in clause 4 of the SWDconnect Acceptable Use Policy.

14. Resale of Service

Unless the Customer has entered into a reseller agreement with Supplier, resale of the Service is not permitted

Installation Details

Address Koringland St., Swellendam, 6740
GEO Location -34.0490605,20.4260632



Installation type Airfibre
Service 100mbps AF60U 100 R799

Additional information
