

Terms and Conditions

- **Payment** Debit Order, CreditCard or EFT
- **Failure to settle the invoice** in full may result in downtime of services rendered to the client until payment has been received and confirmed. I also agree to pay any additional costs that Easi Networks would encounter to collect any outstanding payments. I Understand if my Debit Order gets returned for any Reason I will pay a R100 Penalty Fee
- By signing this document, I understand that the services will be rendered for the period of twelve (12) months
- **The client will still remain liable for the monthly payment even if the client decide to move the services to another Internet Service Provider. The contract can be cancelled by paying the outstanding amount on the remainder of the contract in full. Until such time, the client is still bound by the terms and conditions of this contract.**
- **Cancellation of services** must be done in writing. Services will only be cancelled after any outstanding amounts on the clients' statement has been received and confirmed
- Easi Networks will not be liable to the subscriber nor to any associated party for damages, incidental or consequential, of any nature whatsoever.
- The subscriber shall not resell or make availability to any third party such as services they might receive from Easi Networks.

Easi Network's Broadband Service

Usage Guidelines and Fair Use

The Broadband access service is provided over a shared, "best endeavours" and contended network with limited service guarantees, which may be impacted by the activities of other users. To help ensure that all customers have fair and equal use of the service and to protect the integrity of its network, Easi Networks reserves the right, and will take necessary steps, to prevent improper or excessive usage.

Fair Use Policy (FUP)

The purpose of this FUP is to ensure equity of access to all users of the Broadband access service.

More equitable access to all users ensures the best possible speeds and performance for the majority of its users.

This FUP relates to the data usage of the Broadband access service only. Other issues related to the Broadband access service as well data usage related to other access services (particularly fixed-cap Internet services) are covered by the Easi Network's standard Terms and Conditions and AUP.

Definitions

In this document, unless the context indicates otherwise:

- "AUP" means Easi Network's Acceptable Use Policy;

- “Broadband access service” means the broadband access service provided by Easi Network’s to the user, using optic fibre, WiMAX or other relevant technologies;
- “excessive usage” means usage in excess of the maximum possible usage for the particular Broadband access service multiplied by a factor. Such factor shall initially be 50%. Such factor may be changed (upwards or downwards) from time to time and any such change will be publicised, including by publication on Easi Network’s Internet web site. Maximum possible usage shall be the maximum download speed multiplied by the period of use to derive a maximum possible download capacity per month and the maximum upload speed multiplied by the period of use to derive a maximum possible upload capacity per month;
- “FUP” means this FUP relating to the Easi Network’s Broadband access service; and
- “improper usage” means usage which contravenes this FUP as it pertains to the usage of the Broadband access service.

The action that Easi Networks may take includes, but is not limited to:

- Shaping throughput, prioritising services utilising specific ports or communication protocols, irrespective of usage. This shaping may take place through a series of steps, where continuing excessive usage (or historical excessive usage) may result in increasingly restrictive shaping of throughput;
- Rate limiting throughput, limiting service speeds in the case of excessive usage. This limitation may take place through a series of steps, where continuing excessive usage (or historical excessive usage) may result in increasingly restrictive limitation; and
- a complete termination of service to customers with improper usage.

This policy applies to and will be enforced for both intended as well as unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) excessive and/or improper usage. Online activity will be subject to the available bandwidth, data storage and other limitations of the Broadband access service, which Easi Networks may, from time to time, revise at its own discretion and without prior notice to the customer.

Improper Usage

Users may not engage in any activity that compromises or threatens Easi Network's ability to provide the Broadband access service in a reasonable and efficient manner to all other users of the Broadband access service. The Broadband access service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation and material that contravenes the appropriate laws regarding content regulation, hate speech, defamation, the making of illegal threats, privacy, unsolicited communications or violates applicable export control laws. Violations of system or network security are prohibited, and, in addition to action for improper usage in terms of this FUP, may result in criminal and/or civil liability. Easi Networks will investigate incidents involving such violations and may involve, or will cooperate with, law enforcement agencies if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network.
- Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Knowingly distribute computer viruses or other malicious computer programs.
- The infringement of other's intellectual property rights or the breaching of any laws or infringement of any third party rights, including without limitation, copyright

Download Limitations and Technical Measures to Prevent Abuse of the Broadband Access Service

Easi Networks reserves the right to implement technical mechanisms which limit or prevent usage patterns in violation of this FUP. Easi Networks further reserves the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code.

Legal rights

Nothing contained in this policy shall be construed to limit Easi Network's rights or remedies in any way with respect to any of the foregoing activities, and Easi Networks reserves the right to take any actions that it may deem appropriate with respect to such activities, including without limitation: investigating suspected violations of this FUP, taking action to recover the costs and expenses of identifying offenders and terminating their

access to and use of the Broadband access service, and levying cancellation charges to cover Easi Networks costs in the event of termination of access to the Broadband access service. In addition, Easi Networks reserves all available rights and remedies with respect to such activities at law or in equity.

This FUP may be clarified or modified periodically and Easi Networks reserves the right to modify this policy at any time, which changes shall become effective as soon as they are posted to the Easi Networks website. This policy forms part of the customer's agreement with Easi Networks regarding the Broadband access service.

This document contains confidential information, The information contained here within, may not be made available to any third party without the written consent of an authorised Easi Networks representative.