

FIBRE APPLICATION FORM AND TERMS AND CONDITIONS

APPLICANT DETAILS (individual or Company)																													
NAME:																													
SURNAME:																													
ID NUMBER:																													
MOBILE NO:												Landline no:																	
EMAIL ADDRESS:																													
If application for a Company, please complete below																													
Company Name:																													
Registration No:												/											/						

ADDRESS WHERE FIBRE IS TO BE INSTALLED			
COMPLEX NAME AND NO:			
STREET ADDRESS:			
SUBURB/TOWN:		POSTAL CODE:	

CONNECTIVITY SERVICES PACKAGES Please mark the required package you require.					
ASYMMETRICAL (Different Download and Upload)			SYMMETRICAL (Equal Download and Upload)		
Speed	PRICE PER MONTH		SPEED	PRICE PER MONTH	
			10/10 Mbps	R 725	
			25/25 Mbps	R 925	
			50/50 Mbps	R 1225	
			100/100 Mbps	R 1605	
			200/200 Mbps	R 2025	
SETUP FEE	FREE	X	INSTALATION FEE	FREE	X

Please select if you want to make use of the FREE ROUTER option. A delivery fee of R349 do apply for the delivery.

By applying for the above service, the client agrees to our Terms and Conditions. Written below and available on our [Emsted Online](http://www.emsted.co.za) website. BY Making use of Emsted Online Services, the client is bound to our Terms and conditions and as per the POPI Act (2021) the Company will not give our any personal information to other companies except for the Network Provider to make the required service available the client have applied for.

We/I (Client or Business Representative) have read and agree to all the terms and condition and that all Information given are correct.

Signed on this the _____ day of _____ 20__ at _____.

Signature: _____

Initial: _____

FIBRE TERMS AND CONDITIONS

Acceptance of Terms

All Emsted Online services are provided as a Best Effort Service and no guarantees on up time or availability are offered. We implore clients using our services to operate their business, server, or any type of critical services (not limited to those mentioned here) or any type of operation that could have a detrimental effect on themselves, business or others have back up services in place to ensure a continuation of service with minimal downtime should their service be affected in any way. Emsted Online together with its Suppliers and Partners endeavour to always provide maximum up time for all services.

I accept and understand that: The service will be subject to: Provisions of the Electronic Communications Act No 36 of 2005 ("the ECA"), including the Acceptable Usage Policy of all Service Providers and Network Operators for which Emsted Online resell services.

All services are Month to Month, service/s may be terminated by the client or Emsted Online. The accepted cancellation method is via the Control Panel or email and one calendar months' notice is required; in certain instances, a cancellation fee may be applicable.

Emsted Online will be entitled to change the price of any service purchased or discontinue a service or product type. Emsted Online endeavours to provide clients with reasonable notice of such changes.

Emsted Online reserves the right to limit the methods of payment options per service or product type.

Should I/we fail to pay my/our account in full I/we shall be liable for any resultant collection, tracing and/or legal fees and all my services will be suspended.

Emsted Online will be entitled to verify the information contained on the client's order form and generally make enquiries it deems necessary. Emsted Online will also be entitled to furnish any information regarding the client's account with Emsted Online and his compliance with these conditions to any credit bureau / Bank.

I/we hereby indemnify Emsted Online against any damage, loss, claims or cost that may result from work being done in connection with the connection and / or removal of the service.

All services sold by Emsted Online are sold as a best effort service, throughput is in no way guaranteed.

Emsted Online together with its Suppliers and Partners disclaim any liability resulting from:

- Interruption of service
- Delays in provisioning, delivery or providing of the service
- Acts of God
- Negligence in any manner or form
- Unauthorised use or misuse of the clients account and/or passwords
- Misinformation provided by employees
- Damages arising from the inability to access or utilise a service

I/we agree that any claim under this Agreement is limited to the amount paid for the monthly service in dispute not exceeding 3 months. Emsted Online and its Suppliers/Partners shall not be liable for any direct, indirect or incidental damages resulting from the client/user's inability to use any of the Services or the cost to procure an alternative service.

All links provided here-in where you are directed to a different page or site remain part of these Terms & Conditions, by accepting these Terms & Conditions you are accepting the Terms and/or Policies represented on these pages.

Uncapped Fibre

The Uncapped Fibre and DSL products simply named Uncapped are Unshaped, Unthrottled and we do not implement usage Thresholds on these services.

The use of our uncapped service is for Home/Personal use only and may not be resold and may not be shared. The service may not be used to provide services, such as but not limited to, private servers, email and vpn services, network services. The use of our uncapped services by WISP's (wireless internet service providers) is strictly prohibited. The service may not be used for any unattended automated processes. Any use of the service other than for personal use which may cause an unusually large burden on the network is prohibited. The examples here in are an indication of what is not allowed but is not all encompassing but rather to assist with ease of understanding.

It is our goal to protect the integrity of our network, to provide the best possible internet experience for all

our clients using uncapped services, as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available. We thus reserve the right to manage uncapped users should network capacity be affected by outages, maintenance, pending upgrades or matters outside of our control.

Fibre Services

Fibre Broadband Access is supplied as a best effort service by the Fibre Line Provider. Warranties on equipment/hardware supplied during the installation are held by the Fibre Line Provider or their chosen Representative and remain their property. To use the Fibre Data purchased from Emsted Online a Fibre router/modem is required (see free to use router/modem down the page), this router/modem needs to be purchased by the client. Only approved (ICASA, SABS) hardware is permitted to be used, unapproved hardware connected to the Fibre Line by the client which proves to be interfering/causes damage to the service provided by the Fibre Line Provider/Emsted Online or its infrastructure is not permitted. Any costs which arise due to damage and repairs caused by the connection of un-approved hardware by the client will be for the client's account.

Areas marked as available on the map may not be Fibre ready at your address due to several factors. Pre-orders do not guarantee that Fibre will be available at your address once the planned project has been completed. Should we not be able to proceed with your application we will advise you thereof. Installations are typically completed within +/- 30 days, this timeframe is however not guaranteed. Emsted Online only offer Fibre to the Home services through our Fibre Line Providers currently.

Fibre line installations and connections are subject to an installation and connection fee which is prescribed by the Fibre Line Provider. Additional fees may apply should trenching or additional cabling be required to complete the installation. Additional fees may also apply should a re-installation or indoor transfer (move line within the same premises) be required. Emsted Online, the Fibre Line Provider or its Contractor will make any additional charges known to the client and the client will be required to accept or reject these charges before the order is completed. Please note that should the service be ordered, and the incorrect address is supplied, the client will be responsible for all charges relating to the order placed at the incorrect address.

An additional fee may be charged as prescribed by the Fibre Provider for re-grading the speed of a fibre line as well as outdoor transfers (new address) and transfers between Internet Service Providers. Downgrades may require 30 days' notice depending on the Fibre Provider, the earliest date for a downgrade request will be displayed in the Client Control Panel when submitting the request. Cancellations for fibre lines are only submitted at the end of each month, the cancellation request must be submitted via the Client Control Panel or support@emsted.co.za at least a calendar month before the cancellation date, the earliest available cancellation date will be shown in the Client Control Panel, or we will inform you via email. Cancellation requests which do not adhere to a calendar month notice requirement are subject to Early Termination Fees which will need to be settled before the cancellation request is processed, this fee is prescribed by the Fibre Line Provider. Transfers between Service Providers are handled in the same manner as a new installation and are typically completed within +/- 30 day, this timeframe is however not guaranteed.

An additional fee of up to R2 000.00 may be charged on faults logged which are found to be caused by faulty hardware or user error. This amount will be charged to your account once we are advised of the charges by the Fibre Line Provider.

By completing the order, it is deemed that consent has been received from the landlord, owner, or body corporate for the installation of the service.

The available capacity on the network is shared between all users of Emsted Online bandwidth. Acceptable Usage Policies are attached to Uncapped Services. Capped services whilst most of the time will remain untouched may be shaped or throttled should the demand on the network and available capacity be affected. Capped services will generally receive priority through-put on our network provided there is no rise in demand or extenuating circumstances affecting the performance of the network.

Uncapped Services

Uncapped services do not carry a usage limit (cap) but speeds will be limited to the speed of the Fibre line. The service is for personal use only and may not be resold, shared, or used for commercial purposes. The use of our uncapped services by WISP's (wireless internet service provider) is strictly prohibited.

All uncapped products carry an Acceptable Use Policy which can be found here, please take the time to read through it as important information is communicated

there-in. By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP (Acceptable Use Policy).

Uncapped services are billed on a calendar month basis (1st to last day of the month) and payment is due in advance by the second last day of each month.

Free to use Router.

Emsted online offer a free to use router.

Cancellation

If you cancel your service with us in 6 months you will be liable for the cost of the router/modem. This price will be set on the type of equipment and the retail price there off. A Cancellation Fee will Be payable if you cancel With in six months after activation.

Transfer/Relocation

Emsted online do not offer any fibre transfer or relocation of any Fibre line as the network providers do not do transfers. Normal cancellation of service will apply, and a new order must be place for the new address. Cancellation is subjected to an early cancellation fee if needed. Which is payable with the cancellation. If not paid in time the current fibre can be suspended until the cancellation fee have been paid.

Cancelation of service before installation

When you have applied for the fibre service you have agreed to our terms and conditions. An order has been places with the network provider and to cancel before installation You will be charge a penalty fee. This fee depends on the first tier Service Provider. If not paid the cancellation will not be granted and the first-tier service provider will cease any other ISP from putting in an order for fibre on the premises.

The client must return the router in the original state you have received it. The delivery charges to the client and back to Emsted Online's supplier will be for the client's account. The courier back to us will be overnight as we will bill the amount of the router if the router does not arrive with us within 72 hours after cancellation.

Where the client did not receive the router before cancelation and Emsted online can proof that the router has been ordered and shipping has been paid the client will be billed for it.

Payment of Service

All services are on a Prepaid basis. You pay upfront for service for the next period. Emsted Online is not a Credit provider.

We suggest that you pay your invoice on our Payment gateway OZOW for direct EFT and secure Payments. To view the invoices login to your client area <https://emsted.co.za/billing/>. If you do not have the login details, please log a support ticket by sending an email to support@emsted.co.za

When your service has been set to live a prorata invoice will be issued for the duration of the current month. This must be paid before the line will be activated. Your next month payment is due on the last day of this month. Example: February's service invoice must be paid the 31 January.

The system will send out the invoice 7 days before the due date and will send random reminders for payment until paid. This is how our system is set up.

Due to fraud Emsted Online do not allocate payments with Proof of payment anymore, only when the payment reflects in our bank account. However, we request you send a proof of payment to accounts@emsted.co.za that we can look out for the payment and allocate the payment as soon as it reflects. NO proof of payments of screenshots or via WhatsApp will be accepted. Only emails from your banking institution will be accepted.

OZOW Payment

Emsted Online use OZOW payment portal for direct EFT if paid via OZOW you do not need to send a Proof of payment. As they guarantee the transfer, your payment will be allocated as soon as possible and do not need to reflect first.

Stop orders / Recurring Payments

As Emsted Online do not offer debit orders, you can setup up a stop order on your banking app, online banking or at the branch to pay your account monthly without hassle.

Late fees / Reconnection fees.

Where your services have been suspended due to late or non-payment a fee of R100 will be added to your Invoice for reconnection/unsuspension. Emsted Online will not reactivate the service without the penalty fee being paid. Your account will be only unsuspended when the amount reflects in our bank account, we suggest that you do an instant transfer if you want your service to be reconnected as soon as possible. ISP services can take up to 12 hours to be activated again. With all reconnections we request that you sent a proof of payment that we can check for the payment during the day to reconnect you. Where you have used OZOW please send an email to accounts@emsted.co.za to inform us of the payment that we can check and allocate the payment.