

## **Standard Terms and Conditions**

### **Acceptable Usage Policy / Fair Usage Policy**

This **Uncapped Wireless service** is mainly for users who require the assurance of an uninterrupted and fixed cost service. However, any user who highly abuse our network **downloading 24/7 via torrents etc., we reserve the right to throttle, shape or suspend your service.** The uncapped wireless service is a managed service, whereby the customers' usage is monitored and recorded. The service is allocated a certain threshold for the month. Once this threshold is reached, your speed will be throttled to 75% (Uncap Economic) or 50% (Uncap Lite) **and you will not be disconnected or charged extra for that month.** Hence, the term uncapped is applied to these services, since you can enjoy an unlimited amount of bandwidth for the month and not be disconnected.

In order to ensure that our network runs at its best, balanced and for all to enjoy, our **uncap service is contended and at high capacity times, shaped.** All uncap speeds cannot be achieved in all parts of our network and is therefore network dependent. Wireless Internet is a **best effort service** with **no guarantees** that you will get the speed you signed up for. If the specific Tower does not achieve the speed you signed up for **rather downgrade to a steady speed** it can sustain.

### **Payment Clause**

Equipment / data package must be paid on monthly basis. A debit order form has to be completed on the installation date. After we have received the full payment, your installation will be done within 48 hours. *All monthly payments must occur before the 1<sup>st</sup> of the new month. Please note a reconnection fee of R150.00 will be charged. Your internet connection will be suspended if we do not receive a proof of payment or the particular amount does not reflect on our bank statements.* **Please note that there is no refund or re-imbursement for any service related queries.**

Your reference should be your **NAME and SURNAME** whenever you do a payment or send a proof of payment. All account queries email to [accounts@em-it.co.za](mailto:accounts@em-it.co.za) OR call 021 001 8820 during business hours. If your reference does not reflect correct we are not responsible for your internet connection to be suspended.

*Please note after 24 Months your contract will be evergreen and as such will also be subjected to cancellation fee clause.*

*Please note that if 2 Debit Order payments is **UNPAID** or No **Funds** in account that client liable to pay once off fee of **R250.00.***

### **Duties and Obligations of WISP**

The service provider will use the effective selling strategies for the products. All products related to the service shall be provided by the service provider.

### **Breach or Termination of contract**

2 Months' written notice emailed to EM-i.t, needed to cancel contract with all outstanding monies paid with an additional Cancellation fee equivalent to client's data package chosen.

**Cancellation of your internet subscription must be written or emailed within a 60-day period, Cancellation fee of R1000.00 once off if service is cancelled with all outstanding monies included with payment.**

If Client fails to pay one (1) month for services provided the service provider has the right to discontinue services until the arrears monies is paid and will only be reactivated when the client paid all outstanding monies. The contract will then also revert to a pay as you use agreement whereby client will have to pay a month in advance for their monthly usage.

**EM-i.t does not collect or accept delivered “cash” at clients premises or our offices. We strictly deal with Stop orders and Debit orders setup by you the client. Proof of the transaction must be emailed to [accounts@em-it.co.za](mailto:accounts@em-it.co.za)**

Equipment will be removed if one (1) Month's payment is not obliged as stipulated. After First payment is not received you will be issued a lawyer's letter stating that client is in arrears as well as first warning for breaching contract obligation to pay monthly.

**All account queries are handles by our accounts section. No EM-i.t technician can assist you with this. Please contact accounts during business hours or send an email to [accounts@em-it.co.za](mailto:accounts@em-it.co.za)**

### **Customer Portal**

The registered client will be supplied with a customer portal (shortcut) on their device, (PC, Laptop, Tablet etc.) where the WISP will show how to check your data usage. It is the client's responsibility to check their usage on a monthly basis.

Please note the SMS system is compulsory and only after written instruction will customer not receive any sms. Outstanding balance must be paid before cancellation.

The **registered client** will be supplied with an Internet LINK (shortcut) on their device, (PC, Laptop, Tablet etc.) where the WISP will show how to check your data usage (If the client has chosen a Hard Cap package).

### **Communication with EM-i.t and Its Staff**

Clients will be held liable for any malicious conduct directed towards EM-i.t or its staff in any way or form via any of EM-i.t communication channels. Any form of aggression, abuse, bullying, offensive language, intimidation directed at EM-i.t or its staff on any platform or forum will be deemed abusive behavior and will be deemed as a breach of our Acceptable Usage Policy and EM-i.t reserves the right to suspend and/or discontinue any and all services. The use of any platform, medium or communication channel to spread false information / allegations or any attempt to bring the name of EM-i.t or its employees into disrepute will be deemed as a breach of our Acceptable Usage Policy and EM-i.t reserves the right to suspend and / or discontinue any and all services.

### **Aggregation**

Using our lines to run an ISP-like service is strictly prohibited. We reserve the right to monitor your service and suspend your service immediately and without prejudice if you are found to be in breach of this clause.