



# WIRELESS INTERNET

## Product Specific Terms and Conditions



**THESE PRODUCT SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT SPECIFIC TERMS AND CONDITIONS SHALL APPLY.**

### Glossary

**RICA** means the Regulation of Interception of Communication Act

**Network** means the mobile telecommunication network and/or the wireless platform for Internet and/or Voice Services that is owned and operated by KIS Wireless.

**Kbps** means kilobits per second

**Mbps** means Megabits per second

**MB** means Megabyte

**GB** means Gigabyte

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

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

**Equipment** means the hardware, including but not limited to a modem and router, which are owned by KIS Wireless.

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

### 1. SPECIFIC PROVISIONS PERTAINING TO WIRELESS SERVICES

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

- 1.1. Purchases on Account will be limited to the Subscriber's applicable credit limit as determined by KIS Wireless
- 1.2. Customer location must be in the service/network area. i.e; client's installed CPE needs to have an unobstructed Line-of-Sight (LoS) to one of our Access Points
- 1.3.1 Near Line of Sight (nLOS) – partial obstructions between the two antennas, such as tree tops – Signal loss may occur during rainy weather
- 1.3.2 Non Line of Sight (NLOS) – full obstructions between the two antennas, such as an entire tree - Unless the client's CPE can be mounted to achieve a better LoS, it won't be feasible
- 1.3. If the service is not feasible, as a result of Network Coverage, the application and order will become null and void.
- 1.4. The service is subjected to a physical site survey.
- 1.3.3 Site survey is the first phase of the installation, if the Subscriber insists on a pre-installation site survey, the Subscriber is responsible for the cost of the site survey
- 1.5. The quoted pricing is indicative and is subject to change based on the physical site survey.
- 1.5.1 If the pricing is affected after the site survey, the Subscriber can resign for the same period with the adjusted pricing.
- 1.5.2 If the pricing does increase after conduction of the site survey, the Subscriber may choose not to resign the contract with adjusted pricing without incurring penalties for the site survey.
- 1.6. Failure to provide the correct information on the Site document can result in an incomplete survey thus delaying final installation and a penalty fee will be charged.
- 1.7. Subscriber PTP solution pricing may vary from standard pricing in terms of installation fees and/or monthly recurring fees.
- 1.8. In the event that a cherry picker is required to access a site, this will be for Subscriber's account.
- 1.9. In the event that Equipment has to be swapped out the once off installation and / or decommission fee applicable to the required bandwidth will apply
- 1.10. Landowner's consent is required
- 1.11. Subscriber 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
- 1.12. In Contract: New Pricing will be available to current Subscriber's under the following conditions:
  - 1.12.1 New contract is signed and must be for the same period as the existing contract
  - 1.12.2 The value of the new contract must equal or exceed the Rand value of the existing contract (rounded down to the next lowest Mbps where required)
- 1.13. Out of Contract:
  - 1.13.1 New pricing will apply to any new contract signed
- 1.14. The contract term is Month to Month, 3 and 6 months with 30 days' notice for cancellation after expiration.
- 1.15. Early cancellation fee applies if service is cancelled before the end of contract: outstanding months x Monthly Recurring Cost
- 1.16. KIS reserves the right to change the layer 2 link provided that the Subscriber is left with a similar or better quality link.
- 1.17. Cancellation fee applies if service is cancelled between service order and implementation.
- 1.18. Billing commences from installation and activation of the wireless service

### 2. SPECIFIC PROVISIONS PERTAINING TO WIRELESS CONNECTION

- 2.1 CPE remains the property of KIS on 3 and 6 month rental contract.
- 2.2 Month and Month to Month contracts available.
- 2.3 **Fair Usage Policy won't be implemented as a standard procedure, but the supplier reserves the right to implement if the customer abuses or misuse the service in any way.**
- 2.3.1 In the instances where FUP needs to be applied the Subscriber's service speed will be reduced in stages.
- 2.4 P2P will be blocked between 23:00 and 06:00.
- 2.5 It is a managed service but the customer is liable for onsite support which is related to the customers LAN
- 2.6 The packages will only allow one (1) concurrent login to the internet.
- 2.7 The service plan speed is dependent on location in the network coverage
- 2.8 The Subscriber is responsible for insuring the hardware for the replacement value of R2,800 for the duration of the contract period
- 2.9 The CPE carries 12 month limited warranty.
- 2.10 All KIS Wireless packages are "best-effort" services and Upload and Download speeds cannot be guaranteed
- 2.11 Unlicensed

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