

PRODUCT SPECIFIC TERMS – WIRELESS

This document is concluded under the terms of the Master Services Agreement between HUGE TNS and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

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

1. Interpretation

- 1.1. The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears-
- 1.2. References to broadband terminology such as “contented” and “uncapped” have the meaning ascribed to such terms in the ISPA Guidelines and Recommendations on Broadband Terminology.

2. Products, services and standards

2.1. Equipment and Services

- 2.1.1. HUGE agrees to provide the Equipment and Services set out in the Customer Order subject to the terms of this Agreement.
- 2.1.2. HUGE reserves the right to control, direct and establish technical procedures for the use of the Equipment and Services and the Customer agrees to follow the reasonable instructions and procedures of the provider with respect to the use thereof;
- 2.1.3. The Customer shall ensure at all times that its use of the Equipment and Services, including its connection of any apparatus to any network used to deliver the Services is in accordance with all applicable telecommunications, data protection and other laws, licences and regulation; and
- 2.1.4. HUGE warrants that it has the necessary consents, licences or agreements required for the provision of the Services.

2.2. Performance Standards

- 2.2.1. The Service is a best-effort service, which means that HUGE does not provide any guarantees that data is delivered or that the Customer will be provided a guaranteed quality of service level or a certain priority. In addition, all customers of the Service obtain best-effort service, meaning that they obtain unspecified variable bit rate and delivery time, depending on the current traffic load. Accordingly, advertised and contracted bandwidth speeds are maximum speeds that are not guaranteed.
- 2.2.2. Technical support should be requested only where the performance of the Service is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios. Web-based speed-tests are not reliable and will not be accepted by HUGE as conclusive proof of non-performance by HUGE. If a support call is logged with HUGE, HUGE shall use industry accepted tests in a controlled test environment to verify the performance of the Service.
- 2.2.3. Wi-Fi coverage is dependent on building structure and is not guaranteed to propagate to the entire dwelling. The Customer may add additional access points at his/her own cost to extend the coverage area.
- 2.2.4. HUGE shall use commercially reasonable endeavours to remedy any failure to meet the service levels as prescribed in the End User Service and Subscriber Service Charter Regulations, 2016, provided that support for technical and billing issues must be logged telephonically, by email or in the online customer portal.

3. Costs and charges

- 3.1. **Installation fees** - cover the costs of labour and other expenses incurred in the installation of the Service,

and does not cover Equipment costs.

- 3.2. **Reconnection fees** – A reconnection fee of R450 will be charged where HUGE has suspended services for non-payment. The reconnection fee will be drawn with the next debit order.
- 3.3. **Early termination fee** – in the case of early termination of a Service (or part of a Service) any time from acceptance of a Customer Order by HUGE to the expiry of the Service Term, Initial Service Term or any renewal term, levy an early termination charge upon the Customer (which the Customer hereby acknowledges to be reasonable and a genuine pre- estimate of HUGE' loss) equal to: (i) 50% (fifty percent) of the remaining Rental Charges or Monthly Fees (not including any part relating to payment for local access circuits) payable by Customer for the unexpired portion of the Service Term, Initial Service Term or any renewal term; and (ii) any termination charges or other costs or expenses incurred by HUGE for the cancellation of the local access circuits or related services or equipment provided to HUGE in connection with the Service.
- 3.4. **Other Charges** - The Customer agrees to pay all charges for maintenance and other service activities, and to pay for loss or damages to the products caused by:
 - 3.4.1. use of the Equipment and Services for purposes other than those for which they were designed;
 - 3.4.2. failing to maintain a suitable operating environment ; and
 - 3.4.3. Any loss or damage to the Equipment at the replacement value of the Equipment;

4. Risk, Title and ownership

- 4.1. Risk of loss or damage to the equipment transfers to the Customer on the installation thereof.
- 4.2. Customer hereby acknowledges that the Customer has no right, title or interest in the Equipment, and that title to the Equipment shall at all times remain with HUGE.

5. Modifications

- 5.1. The Customer agrees not to modify, alter, repair, attempt to repair, or in any way to tamper with the Equipment provided to the Customer without the express written consent of HUGE ("**Modification**").
- 5.2. In the event of such Modification, HUGE shall be completely released from any liability or obligation (including any warranty or indemnity obligation) for any costs or damages incurred by HUGE (including damage to HUGE network) caused by such Modification.

6. Site environment and facilities

- 6.1. The Customer shall be responsible for making available, at no cost to HUGE, accommodation, power, space, including mast space, ducting and other facilities for the purposes of installing and housing the Equipment required for the provision of the Services to the Customer.
- 6.2. The Customer will permit reasonable access to the Customer's premises, during normal business hours, for the purpose of installation, inspection, maintenance, service, repair, replacement, relocation and removal of Equipment and for the purpose of performing any acts contemplated by this Agreement.
- 6.3. HUGE shall provide the following standard Equipment for a standard installation.
 - 6.3.1. Router
 - 6.3.2. Radio
 - 6.3.3. Cable
 - 6.3.4. Installation sundries
- 6.4. Any non-standard Equipment shall be for the cost of the Customer. Customer will be advised of any non-standard requirements after a site survey has been conducted.

7. Warranties

- 7.1. HUGE warrants that all Equipment and Services provided will be in good working order on the day installed, and certified by HUGE ready for use, and that they will conform to HUGE's service

specifications.

- 7.2. Thereafter, HUGE will make such adjustments, repairs, and parts replacement necessary to maintain the Equipment and Services in working order pursuant to HUGE's specifications.
- 7.3. The express warranties contained in this agreement are in lieu of all other warranties, representations and guarantees of any kind by HUGE. Except as expressly set forth in this Agreement, all products, services and other materials (if any) are furnished by HUGE and accepted by the Customer "as is". All other warranties, whether statutory, express or implied, are specifically excluded and disclaimed by HUGE.
- 7.4. HUGE does not warrant that the products, Services or any other materials provided hereunder will meet the Customer's requirements or that they or their access or use will be uninterrupted, error free, or completely secure, except as expressly provided in this clause.
- 7.5. In all situations involving performance or non-performance of Equipment and Services furnished under this Agreement, the Customer's sole remedy is adjustment or repair of the Equipment and Services.

8. Term and termination

- 8.1. This Agreement shall commence on the Effective Date and shall continue for a period of as set out in the Customer Order (the "Initial Term") and continue indefinitely thereafter until or unless terminated by either Party giving to the other not less than one full calendar months' prior written notice, subject always to prior termination as provided for in this clause.
- 8.2. During the Initial Term, the Customer shall not be entitled to downgrade the Customer's Services. A downgrade request during the Initial Term will be treated as a cancellation subject to an early termination fee and the downgraded services shall be dealt with as a new service being provisioned.
- 8.3. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if the other Party commits a breach of any of the material terms of this Agreement and fails to remedy that breach within 14 calendar days of that Party being notified in writing of the breach.
- 8.4. A customer cancellation shall not be processed and HUGE shall continue to invoice and collect payment from the Customer if the Customer does not make sufficient arrangements with HUGE for the collection of its Equipment.

9. Moving Premises

- 9.1. To ensure minimum disruption to Service to the Customer, Customer must give HUGE at least one calendar months' notice of its intention to move premises, together with full details of the new premises.
- 9.2. All requests for the Service at new premises shall be subject to a feasibility study.
- 9.3. If, after a feasibility study has been conducted it is evident that it is:
 - 9.3.1. Feasible to deliver the same Service at the new premises, then Customer shall be liable to HUGE for payment of a relocation fee equal to the then current prices for standard or non-standard installations;
 - 9.3.2. not feasible to provide a similar Service to the new premises, HUGE shall suggest an alternative service to be provided to the Customer as a replacement service and the Customer shall be obliged to procure from HUGE such replacement service as best meets the Customer's technical requirements.
- 9.4. In the event that it is not possible to provide the Customer with the same or an alternative service at the new premises, it shall be regarded with as an early termination and the standard early termination fee will apply.

Use of the Service is subject to HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>