



PRODUCT SPECIFIC TERMS – WIRELESS

This document is concluded under the terms of the Master Services Agreement between CipherWave 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 CipherWave Master Services Agreement.

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

1. Products, services and standards

1.1. Service Equipment and Services

- 1.1.1. CipherWave agrees to provide the Service Equipment and Services set out in the Service Order subject to the terms of this Agreement;
- 1.1.2. CipherWave reserves the right to control, direct and establish technical procedures for the use of the Service Equipment and Services and the Customer agrees to follow the reasonable instructions and procedures of the provider with respect to the use thereof;
- 1.1.3. The Customer shall ensure at all times that its use of the Service 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
- 1.1.4. CipherWave warrants that it has the necessary consents, licences or agreements required for the provision of the Services.

1.2. Performance Standards

- 1.2.1. The Service is a best-effort service, which means that CipherWave 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.
- 1.2.2. 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 CipherWave as conclusive proof of non-performance by CipherWave. If a support call is logged with CipherWave, CipherWave shall use industry accepted tests in a controlled test environment to verify the performance of the Service.
- 1.2.3. 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 the Customer's own cost to extend the coverage area.
- 1.2.4. CipherWave 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.

2. Costs and charges

- 2.1. **Installation fees** - cover the costs of labour and other expenses incurred in the installation of the Service and does not cover Service Equipment costs.
- 2.2. **Other Charges** - The Customer agrees to pay all charges for maintenance and other service



activities, and to pay for loss or damages to the Service Equipment caused by:

- 2.2.1. use of the Service Equipment and Services for purposes other than those for which they were designed; and
- 2.2.2. failing to maintain a suitable operating environment;

Any loss or damage to the Service Equipment shall be charged at replacement value.

3. **Modifications**

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

4. **Site environment and facilities**

- 4.1. The Customer shall be responsible for making available, at no cost to CipherWave, accommodation, power, space, including mast space, ducting and other facilities for the purposes of installing and housing the Service Equipment required for the provision of the Services to the Customer.
- 4.2. 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 Service Equipment and for the purpose of performing any acts contemplated by this Agreement.
- 4.3. CipherWave shall provide the following standard Service Equipment for a standard installation.
 - 4.3.1. Router;
 - 4.3.2. Radio;
 - 4.3.3. Cable;
 - 4.3.4. Installation sundries.
- 4.4. 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.

5. **Warranties**

- 5.1. CipherWave warrants that all Service Equipment and Services provided will be in good working order on the day installed, and certified by CipherWave ready for use, and that they will conform to CipherWave's service specifications.
- 5.2. Thereafter, CipherWave will make such adjustments, repairs, and parts replacement necessary to maintain the Service Equipment and Services in working order pursuant to CipherWave's specifications.
- 5.3. The express warranties contained in this Agreement are in lieu of all other warranties, representations and guarantees of any kind by CipherWave. Except as expressly set forth in this Agreement, all products, services and other materials (if any) are furnished by CipherWave and accepted by the Customer "as is". All other warranties, whether statutory, express or implied, are specifically excluded and disclaimed by CipherWave.
- 5.4. CipherWave does not warrant that 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.
- 5.5. In all situations involving performance or non-performance of Service Equipment and Services furnished under this Agreement, the Customer's sole remedy is adjustment or repair of



the Service Equipment and Services.

6. Moving Premises

- 6.1. To ensure minimum disruption to Service to the Customer, Customer must give CipherWave at least 3 (three) calendar months' notice of its intention to move premises, together with full details of the new premises.
- 6.2. All requests for the Service at new premises shall be subject to a feasibility study.
- 6.3. If, after a feasibility study has been conducted it is evident that it is:
 - 6.3.1. Feasible to deliver the same Service at the new premises, then Customer shall be liable to CipherWave for payment of a relocation fee equal to the then current prices for standard or non-standard installations;
 - 6.3.2. not feasible to provide a similar Service to the new premises, CipherWave shall suggest an alternative service to be provided to the Customer as a replacement service and the Customer shall be obliged to procure from CipherWave such replacement service as best meets the Customer's technical requirements.
- 6.4. 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.

7. Cancellations:

- 7.1. Upon expiration of the Initial Term, the Customer may terminate the Services, or any part thereof, on 1 (one) calendar month's written notice to CipherWave. The second to last business day of the month is the final date for a cancellation notice to qualify as a full calendar month.
- 7.2. The Customer must send a cancellation request to cancellations@cipherwave.co.za.
- 7.3. Customer shall remain liable for any Charges raised by CipherWave against the Customer's account after the Customer has sent CipherWave a cancellation notice that is not processed in the manner set out herein.

8. Acceptable Use Policy

Use of the Service shall at all times be subject to the CipherWave AUP, which may be located at <https://CipherWave.co.za/acceptable-use-policy/>.