



## ADSL TERMS AND CONDITIONS

### Definitions

“**Agreement/s or Service**” means the ADSL Agreement/Service chosen by the Subscriber on the Application form.

“**ADSL**” means Asymmetric Digital Subscriber Line offered by the Service Provider in terms of these iBurst ADSL Terms and Conditions and which transmits your data onto the Telkom network.

“**Shaped service**” means the service that prioritises and speeds up activities such as surfing the internet, doing your banking or checking your email – things you are physically doing on your computer. This service is recommended for general internet use.

“**Unshaped service**” means the service that will offer the Subscriber unshaped international bandwidth and a higher data transfer rate. This service is used for activities you are leaving your PC to do while you’re not there. It’s designed for more specialised internet use, such as forex trading and specific gaming applications.

“**Local Only service**” means the service where you will only be able to use sites which are hosted in South Africa (although these may be .co.za; .com or any other domains).

“**PPU**” means Pay-per-use as described and regulated by the Pay-per-use Terms and Conditions.

“**You**”, “**Your**” means the Subscriber.

“**Subscriber**” means the Subscriber as described in the iBurst Subscriber Standard Terms and Conditions.

“**Service Provider**” means the Service Provider as described in the iBurst Subscriber Standard Terms and Conditions.

“**ISP Services**” means Internet Service Provider services offered by the Service provider.

“**Bandwidth Booster**” means bundles of additional data that may be purchased at a lesser rate per megabyte than would be charged on the Pay-per-use service allowing Subscribers to continue Service after reaching their data caps.

“**VAS**” means iBurst Value Added Services.

**“Modem/Router”** means the device which is used to connect your computer to the Telkom Telephone Service, in order to enable the ADSL Service;

**“Telkom”** means Telkom SA Ltd, registration number: 1991/005476/06

**“iBurst website”** means [www.iburst.co.za](http://www.iburst.co.za)

These iBurst ADSL Terms and Conditions are subject to the application of iBurst Subscriber Standard Terms and Conditions.

- The Service Provider shall offer iBurst ADSL on the following Agreements:
  - Month-2-month Agreements
  - 24-Month Agreements excluding hardware
  - 24-Month Agreements including hardware
- iBurst shall offer three types of Service regarding ADSL, namely:
  - Shaped service
  - Unshaped service
  - Local Only service
- All Subscribers will automatically be provisioned with PPU and it is the Subscriber’s discretion to opt out. Should the Subscriber not opt out, the Subscriber will be billed at a rate per megabyte in accordance with the selected Service after the Subscriber’s in-bundle data quota has been depleted each month. The Subscriber is entitled to opt out of PPU at any time during the existence of the Agreement.
- The Subscriber will have a monthly data limit in respect of the Subscriber’s ADSL account and once such limit has been reached, the Subscriber will have the following options:
  - to move to Pay-per-use
  - to be cut off or capped
  - to purchase additional data via one of the Service Provider’s Bandwidth Booster options
- Because of the nature of the ADSL sessions, and because ADSL is a session based technology, the Service Provider does not guarantee the efficiency of the measures available to limit the Subscriber’s access as contemplated in the above clause. The Service Provider accordingly does not accept responsibility if the Subscriber exceeds the Subscriber’s data cap, and will charge the Subscriber for Pay-per-use at the

prevailing Pay-per-use rates. The subscriber is therefore finally responsible for monitoring and controlling the Subscriber's use of the ADSL Service.

- The Subscriber shall be entitled to free data carry over in respect of in-bundle data remaining at the end of the month. Data carried over will be limited to a maximum of the monthly quota for the particular service.
- Any unused Bandwidth Booster remaining at the end of the month will be carried over for use during the following month only.
- The Service Provider shall offer all VAS to the Subscriber except Static IP.
- An activation fee for the Service will be applicable and the amount of activation may vary from time to time.
- The Subscriber's subscription amount will be pro rated in the first month.
- The Subscriber acknowledges that the Service Provider only sells bandwidth and other ISP Services and not the actual ADSL lines. The Service Provider shall not be responsible for maintenance, faults, loss or anything else arising as a consequence of the malfunctioning of the ADSL line. The Subscriber must acquire an ADSL line before approaching the Service Provider for iBurst ADSL.
- The Service Provider will allow 4 (four) concurrent ADSL connections/sessions irrespective of which Agreement the Subscriber has entered into.
- Downward migration is allowed on a Month-to-month package only subject to one calendar month notice and a downward migration fee to be stipulated by the Service Provider from time to time and available from the Service Provider on request.
- The Subscriber may request a technology conversion between iBurst Wireless and iBurst ADSL by providing one calendar month notice on a **Month-2-month** Agreement. The Subscriber will lose the remaining data of the previous month. Any VAS (except Static IP) subscribed for will also be carried across unless cancelled on request by the Subscriber.
- The Subscriber may request a technology conversion between iBurst Wireless and iBurst ADSL (free of charge) during the course of a 24-month Agreement excluding hardware to another new 24-month agreement including or excluding hardware but will lose the remaining data of the previous month on the old technology. The conversion in terms of this clause is subject to the Rand value of the new Agreement being greater than or equal to the Rand value of the current Agreement. Any VAS (except Static IP) subscribed for will also be carried across unless cancelled on request by the Subscriber.
- The Subscriber may request a technology conversion between iBurst Wireless and iBurst ADSL (free of charge) during the course of a 24-month agreement including

hardware to another new 24-month agreement including hardware but will lose the remaining data of the previous month on the old technology. The conversion in terms of this clause is subject to the Rand value of the new Agreement being greater than or equal to the Rand value of the current Agreement. The Subscriber will have to return the existing hardware purchased from iBurst in terms of the old 24-month agreement including hardware in order to receive new agreement hardware. The acceptance of the old hardware will be at the discretion and approval of the Service Provider. The returning of the hardware shall be at the Subscriber's own cost. Any VAS (except Static IP) subscribed for will also be carried across unless cancelled on request by the Subscriber.

- iBurst cannot guarantee the bandwidth throughput (speeds) achieved when the Subscriber surfs the Internet utilising an ADSL access line.
- Should the Subscriber's telephone/ADSL line be cut off for any reason whatsoever, the Subscriber will still be liable for services subscribed for with the Service Provider.
- The subscriber will be liable for the charges of any Telkom technician who is dispatched to the Subscriber's premises at the Subscriber's instance, save for Telkom ADSL Network related matters, which will be free of charge.
- Whenever a new iBurst ADSL 24-month Agreement including hardware is entered into, the Subscriber will receive a new FREE ADSL Modem/Router with one Ethernet port and one USB port.
- The Subscriber shall be entitled to free delivery of hardware purchased in terms of an Agreement.
- iBurst absolves itself of any responsibility for damage to the Subscriber's ADSL line caused by the use of non- ICASA-approved devices.
- Subscribers subscribed to a 24-month iBurst ADSL agreement remain liable for a penalty where the Subscriber opts to discontinue the ADSL service prior to the completion of the duration of the Agreement.
- iBurst accepts no liability for any loss or damage to the property or equipment of the Subscriber arising out of the provision, installation or maintenance of the iBurst ADSL access service.
- If the Subscriber of another Internet Service Provider enters into an agreement with the Service Provider, the Subscriber will be responsible for ensuring that sufficient notice is given and the agreement with the other Internet Service Provider is cancelled timeously to avoid paying two accounts in respect of the same services.
- The Subscriber shall refer to the iBurst Customer code of conduct regarding complaints, disputes and turn around times in respect of repairs.

- The Service Provider may vary these iBurst ADSL Terms and Conditions from time to time and shall update the website immediately after they have been changed.
  - By continuing to use the ADSL Service after the Service Provider makes the changes, the Subscriber agrees to be bound by the changed iBurst ADSL Service Terms.
  - If the Subscriber does not accept the changed iBurst ADSL Service Terms, the Subscriber must stop subscribing to the service (if the Subscriber has not subscribed for a fixed term).