

## **FTTH Terms and Conditions**

- 1.1. This agreement is effective from the date on which you confirm your acceptance of these Terms and Conditions and will continue until termination of the service by either party.
- 1.2. You may terminate this agreement subject to one calendar month's written cancellation notice sent to [notices@bitcohome.co.za](mailto:notices@bitcohome.co.za).

### **1.3. Billing**

- 1.3.1. BitCo's billing and usage cycle runs from the 23rd of each month to the 22nd of the following month.
- 1.3.2. You will be charged pro-rata from the day of infrastructure installation up until the last day of the of the installation month.
- 1.3.3. Billing will start when the infrastructure and/or service provider activates the service which may occur prior to the service being activated at your premises.
- 1.3.4. You will be charged by us for any build/installation costs incurred by the infrastructure service provider.
- 1.3.5. Our Installation is for the devices only, any cabling from us will be limited to 4 meters.
- 1.3.6. All monthly recurring costs are to be paid by debit order.
- 1.3.7. Failure to pay any invoice by its due date will result in immediate suspension of your services.
- 1.3.8. Should we suspend your services you will need to pay a reconnection fee of R175 (Including of VAT).
- 1.3.9. Fibre to the Home products offered by us are all subject to a once-off set up and configuration and/or installation fee which is payable upon acceptance of this agreement.
- 1.3.10. Should we offer to waive installation and/or setup and/or configuration fees and you terminate your subscription within twelve (12) months of activating the service, the full installation and/or setup and configuration fee is payable as part of the termination fee and will be deducted via debit order.
- 1.3.11. Should any package that includes a subsidy towards installation, equipment and/or activation be cancelled or downgraded in the first 12 months, the full amount subsidised will be payable to BitCo on the date of the downgrade / cancellation.
- 1.3.12. You agree that we are entitled to vary the charges payable for the services providing you with 30 (thirty) days written notice of these changes.
- 1.3.13. All costs quoted and invoiced are inclusive of VAT.

### **1.4. BitCo's Equipment**

- 1.4.1. All equipment (including the free to use routers) supplied by BitCo and not paid for in full, remains the property of BitCo and will be collected upon termination of service, should we be unable to collect any equipment or should the collected equipment prove to be faulty you will be charged for it via debit order.
  - 1.4.2. BitCo will not be held liable for damage to the router on site, we advise you to insure it against lightning, theft and any other damage.
- 1.5. Set up of router, network and device integration is free as is telephonic support. Technician call out services are available subject to an initial telephonic fault-finding process. If a fault is found and the fault lies with BitCo, the call out is free; if the fault lies with the customer (for example: no power on-site, router disconnected from the Infrastructure providers network etc...), BitCo reserves the right to levy a call out charge of R899.00 (Including VAT) per hour.

- 1.6. BitCo will restrict access to the router and any changes required should be logged with the BitCo helpdesk support@bitcohome.co.za and or 087 135 0050.
- 1.7. You will allow BitCo and/or the infrastructure provider reasonable access to your premises, subject to your security policies, in order for BitCo and infrastructure provider to fulfil its obligations under this agreement.

**1.8. Fibre to the home SLA's apply.**

- 1.8.1. The fibre to the home services, are provided to you as a best effort service and BitCo will not be held liable for any downtime or degraded line speed whatsoever. BitCo will however endeavour to provide you a minimum line speed of 50% of the service taken (when cabled directly into the router), BitCo will however not guarantee any line speeds over Wi-Fi.
- 1.8.2. BitCo makes no guarantees with regard to the time to repair a fault or an outage and you must be aware that certain faults beyond BitCo's control may take up to two weeks to repair.
- 1.8.3. BitCo's FTTH Service is a Best Effort service which means the potential speed that can be obtained will depend on the load on the line and the speeds achieved via third party networks. We do not guarantee either the maximum or minimum speed.
- 1.8.4. We do not give any guarantees with regards to the quality, speed and consistency of the Wi-Fi performance of the BitCo provided router.
- 1.8.5. Service failures caused by infrastructure failures may occur and repairs are dependent on the infrastructure service provider. These failures may take up to two weeks to repair.
- 1.8.6. While BitCo offers 24/7 support, the SLAs offered by our various network providers for network breaks and downtime are typically described as "home SLA's" as opposed to "business SLA's". This typically means a longer time to respond and restore services and varies from network to network. Network provider SLA's are available upon request.
- 1.8.7. We will not be liable for any direct, indirect or consequential damages or losses of any kind whatsoever (including, but not limited to, loss of profits, loss of goodwill, telecommunications charges, damages relating to lost or damaged data or software, loss of use, damages relating to hacking, downtime or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of our Network, howsoever caused.
- 1.8.8. BitCo will not be held liable for degraded services or failure of services should you elect not to use the BitCo provided router.

**1.9. To the extent that this is allowed by law, you agree that BitCo can at any time do any of the following without your permission:**

- 1.9.1. Transfer any rights under the Agreement, to any one or more persons or entities;
- 1.9.2. and/or
- 1.9.3. Transfer / delegate or hand-over any obligations or responsibilities under the Agreement to any one or more persons or entities.

**2. Fair Usage Policy**

- 2.1.1. BitCo reserves the right to establish and impose reasonable policies, rules and limitations as defined in our Fair Usage Policy which may be amended from time to time.
  - 2.1.2. This service is governed by our Fair Usage Policy and you are referred to our website for further details. <https://www.bitco.co.za/acceptable-and-fair-use-policy/>
  - 2.1.3. Failure to comply with our Fair Usage Policy will result in the suspension of your services.
  - 2.1.4. You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility Supplier will not be held liable for any losses arising out of security breaches of your Services.
- 2.2. Data aggregation beyond your home network is not permitted.

- 2.3. You will provide us with accurate and up to date information:
  - 2.3.1. when completing the Service Order; and
  - 2.3.2. when you contact us to report a suspected fault and is asked a standard set of structured questions. We will not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.
- 2.4. We reserve the right to amend these terms and conditions at any time without notice to you.
- 2.5 Neither this agreement nor any rights or obligations hereunder may be ceded, delegated or assigned by you to another party without our prior written consent of the BitCo finance manager.
- 2.6. We will not be liable to you for any indirect or consequential loss or damage (including any loss of profit/contract/opportunity) which may be suffered by you under or in connection with this agreement. The Parties select as their respective domicilia citandi et executandi, and for the purposes of giving or sending any notice or communication provided for or required in terms of this Agreement, the addresses (including email addresses) as set out below.
- 1.8. Our Physical Address:  
Block A, Wedgewood Office Park  
3 Muswell Road  
Bryanston  
2196  
Our Email: [notices@bitcohome.co.za](mailto:notices@bitcohome.co.za)
- 1.9. Your physical or residential address and the e-mail as recorded in you order.