

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

### **XTRANET ADSL and Dial-Up Service Terms**

These terms have been divided into 3 sections, which we summarize below:

#### **PART A – GENERAL PROVISIONS**

These provisions are applicable to all our ADSL packages.

#### **PART B – CAPPED ADSL**

These provisions are only applicable to our capped ADSL products (“Capped Packages”).

#### **PART C – DIAL UP**

These provisions are only applicable to our dial-up products.

### **PART A: GENERAL PROVISIONS (Applicable to all ADSL products)**

#### **1. DEFINITIONS**

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

In these ADSL Service Terms:

1.1 **ADSL line** means an Asymmetric Digital Subscriber Line;

1.2 **ADSL Service** means the provisioning of an ADSL service that enables you to send and receive data and email and to access the Internet using a high-speed connection, comprising of various Data Only Packages and All-Inclusive Packages;

1.3 **ADSL Website** means the website located at: <http://radius.xtranet.co.za> or <https://radius.xtranet.co.za>;

1.4 **All-Inclusive Packages** means ADSL Service packages that include the ADSL line rental and Data Only Packages, as more fully described on our Website and as published by us from time to time;

1.5 **Base Cap** or **Cap** means the amount of international and/or local data, measured in GB, that you would like to send and receive during the course of a calendar month;

1.6 **Booster** means the Out of Package Usage that you can purchase from us, as set out in clause 9.

1.7 **Data Only Packages** means ADSL Service packages that exclude the ADSL line rental and where we only provide you with data / bandwidth capacity, as selected by you in the Application Form;

1.8 **Dial-Up Service** means the provisioning of the dial-up services that enables you to send and receive data and email and to access the Internet using an analogue or ISDN line provided by Telkom;

1.9 **Fixed Term Agreement** means a contract for the provisioning of the ADSL Service for a fixed term period as indicated on the Application Form;

1.10 **Free Local-only Access** means such Local-only Data, as determined by us from time to time, that you may be able to send and receive during the course of a calendar month once you have exceeded your Base Cap;

1.11 **GB** means Gigabytes;

1.12 **Kbps** means kilobits per second;

1.13 **Local-only Data** means the type of data (or bandwidth) that only allows you access to South African locally hosted websites and content;

1.14 **Meg** means megabyte;

1.15 **Modem** or **Router** means the device which is used to connect your computer to the Telkom Telephone Service, in order to

enable the ADSL Service;

1.16 **Out of Package Usage** means data sent or received over and above your Base Cap, where a Base Cap is applicable;

1.17 **Service Fee** means the amount which we will charge you for the ADSL Service selected by you, as recorded in the Application Form and/or displayed on the ADSL Website;

1.18 **Shaped** means that traffic is prioritized and channeled in a specific order, for example web browsing and email traffic will be prioritized;

1.19 **Telkom** means Telkom SA Ltd;

1.20 **Telkom Resell ADSL Terms and Conditions** means the Telkom Resell ADSL product-specific conditions, which are available at [www.telkom.co.za](http://www.telkom.co.za);

1.21 **Telkom Telephone Service** means a fixed access line for making and receiving telephone calls (analog Telkom line);

1.22 **Unshaped** means that the traffic is not prioritized and channeled in a specific order. The first service requested is delivered first;

1.23 **Website** means [www.XTRANET.co.za](http://www.XTRANET.co.za).

## 2. SIGNING UP

You have the following options available to you when signing up with XTRANET:

### 2.1 Data Only:

You engage with Telkom directly for the ADSL line rental and Telkom attend to the installation of the ADSL line. We will provide you with internet access over the XTRANET ADSL network on a month to month basis, for which you will pay us the Service Fee monthly in advance.

### 2.2 All Inclusive:

You pay one bill to XTRANET for your ADSL Service and ADSL line rental – please note this does not include the cost of your Telkom Telephone Service.

### Option A

You rent an ADSL line directly from us and we will apply to Telkom for the ADSL line on your behalf. You will agree to sign and be bound by the Telkom Resell ADSL Terms and Conditions.

### Option B

You transfer your existing Telkom ADSL line to XTRANET, under which circumstances you will consent in writing that XTRANET may terminate your existing ADSL line with Telkom and that we may transfer your ADSL line to XTRANET and you indemnify XTRANET against any damages or penalties which may arise from the termination of your existing Telkom ADSL line.

## 3. BILLING

3.1 You will pay the Service Fee to XTRANET monthly in advance by way of debit order, or such other manner as agreed, on the last working day of each and every calendar month.

3.2 Billing will commence on the Activation Date.

3.3 If you signed up or switched over to the ADSL Service in the middle of any calendar month, your first bill will include a pro-rata portion for the remaining period of the month in which you signed up plus the Service Fee for the following month.

3.4 XTRANET will debit your account on the first debit order run after you signed up. Should you sign up after the debit order run date, XTRANET will only debit your account on the following debit order run and your first bill will include a pro-rata portion for the remaining period of the month in which you signed up, plus the Service Fee for the current month, plus the Service Fee for the following month. In other words, you will pay the pro-rata portion plus two months' Service Fee on the next debit order run.

3.5 You will be liable for payment of a re-activation fee should your ADSL line or Telkom Telephone Service be suspended due to your breach of the Agreement or the Telkom Resell ADSL Terms and Conditions.

## 4. ADSL PRE-REQUISITES

You are required to have an active Telkom Telephone Service in order to make use of the ADSL Service. The ADSL Service is not available everywhere. You are responsible for checking that the ADSL Service is available on your Telkom Telephone Service before you subscribe to the ADSL Service. If you select a Data Only Package you also require an ADSL line. If not provided by XTRANET, you need to obtain your own Modem.

## **5. CONCURRENCY**

5.1 For most packages you may only have the following connections to the ADSL Service at any given time, unless otherwise agreed:

5.1.1 1 (one) ADSL connection; and

5.1.2 1 (one) dial-up connection (where applicable) (analogue or 64K ISDN only) at any given time.

5.2 Certain Capped Packages allow for more than one concurrent connection, please visit our Website for more information on the concurrency allowed on your selected package.

## **6. DISCLAIMER**

**6.1 We may use or rely on upstream providers to provide the ADSL Service or certain portions thereof. We accordingly provide the ADSL Service subject to the limitations and terms imposed on us by such upstream providers, which includes the actual availability of the upstream provider's network.**

**6.2 We also do not warrant that we will always be in a position to obtain an ADSL line for you from Telkom, or that Telkom will continue to make the ADSL line used by you available to us for the purposes of this Agreement; or that we will always be in a position to lease ADSL lines to subscribers.**

## **7. DN SECURE (TBA)**

### **PART B: CAPPED PRODUCTS (Section 8 only applicable to Capped products)**

## **8. MEASURES TO CONTROL OUT OF PACKAGE USAGE WHERE A BASE CAP APPLIES**

8.1 We have measures available to limit your access to the ADSL Service when you reach or exceed your Base Cap, which are implemented subject to the provisions of clause 8.5. For more details on measures to control your Out of Package Usage, please visit the ADSL Website.

8.2 Where you reach or exceed your Base Cap, you will only be able to use the ADSL Service to access Local-only Data up to your Free Local-only Access limit. Once you have used your Free Local-only Access, you will be charged per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you buy a Booster; use a dial-up service (where applicable); or increase your Base Cap to a higher GB factor.

8.3 On certain packages, once you reach or exceed your Base Cap, you will immediately be charged per Meg for any further Local-only Data used. You will however have no access to international websites or content until the start of the next month, unless you do one of the following things: buy a Booster; use a dial-up service (where applicable); or increase your Base Cap to a higher GB factor.

### **8.4 Disclaimer**

**8.4.1 Because ADSL Services are session based technology, we do not guarantee the efficiency of any measures available to limit your usage, including without limitation any safety lock.**

**8.4.2 We accordingly do not accept responsibility if you exceed your Base Cap, and we will charge you for Out of Package Usage at our prevailing rates.**

**8.4.3 You are therefore responsible for monitoring and controlling your use of the ADSL Service.**

### **8.5 Exceeding your Base Cap**

8.5.1 From time to time, in any given month, we may allow you, at our discretion, to exceed your Base Cap without stopping your access to the ADSL Service.

8.5.2 However, if we allow you to exceed your Base Cap in this manner, it will merely constitute a temporary indulgence on our part. It will not constitute a waiver of any of our rights, including (without limitation) our right to stop your access to the ADSL Service if you exceed your Base Cap at any time in the future.

8.5.3 If you exceed your Base Cap, we reserve the right to recover from you the cost of the amount of data by which you have exceeded your Base Cap.

**PART C: DIAL-UP PRODUCTS (Sections 9 to 10 is applicable to Dial-Up products only)**

**9. DIAL-UP SERVICE**

9.1 In order to utilize the Dial-Up Service, you need either an analogue or an ISDN line. The analogue or the ISDN line is not included in the Dial-Up Service and you are required to obtain it at your own cost from Telkom. You also require a Modem.

9.2 You will be liable for all telephone line rentals and call charges, directly to Telkom.

9.3 A telephone line (analog or ISDN) is provided to you in terms of an agreement between yourself and your telephone network operator. XTRANET is not a party to that agreement and only serves to provide you with access to the Dial-Up Service. **XTRANET is not liable for any act or omission on the part of you telephone network operator, which may affect the Dial-Up Service.**

**10. Application of ADSL Service Terms**

Clauses 1, 3, 5, 6 and 8 above apply equally to the Dial-Up Service, where applicable, and any reference in these clauses to the ADSL Service shall include the Dial-Up Service.