



## **PayGoZo (Pty) Ltd. Standard Terms and Specific Terms and Conditions**

### **1. Specific Terms and Conditions**

- 1.1. The Customer hereby appoints PayGoZo (Pty) Ltd. to perform the Services as described in these Service Terms and hereby accepts the appointment.

### **2. Definitions**

- 2.1. "Access Service" means an electronic communications service provisioned using fibre optic cable, which is provided, maintained and operated by an entity licensed to provide such fibre optic cables.
- 2.2. "CPE" means customer premises equipment, which are devices provided and installed by the last-mile provider to the Customer.
- 2.3. "Router" are devices provided and installed by PayGoZo (Pty) Ltd. to the Customer.
- 2.4. "Electronic Communications Network Service Provider" means the entity providing last mile connectivity over fibre optic for the customer on behalf of PayGoZo (Pty) Ltd.; and
- 2.5. "Premises" means the premises to which PayGoZo (Pty) Ltd. will provide the Access Service to the Customer. This could mean drop cable directly into a residence or via a Hotspot location.
- 2.6. "Hotspot Location" means all poles, equipment installed and used for the provision of Internet services to the community
- 2.7. "Service Order" means the product chosen via the PayGoZo app found at [app.paygozo.com](http://app.paygozo.com)

### **3. Description of Service**

- 3.1. PayGoZo (Pty) Ltd. will provision an Access Service as described in the service order.

### **4. Last Mile Fibre**

- 4.1. PayGoZo (Pty) Ltd. must procure at its cost that a fibre optic cable is installed to the Premises and maintained by a reputable and licensed Electronic Communications Network Service Provider.
- 4.2. The Customer acknowledges that commencement of provision of the Services will be delayed pending the installation of such fibre optic cable, which will delay will be affected by inter alia Customer availability, wayleave application delays, obtaining landlord consent and the planning and approval of the route build.



- 4.3. While PayGoZo (Pty) Ltd. will not charge Fees before the commencement of the Service provision, the Customer may not terminate this Agreement pending the completion of the installation of the fibre optic cable.

## **5. Duration**

- 5.1. The Service will commence with effect from the date of activation of the Service by PayGoZo (Pty) Ltd. and endure for the duration as specified on the Service Order as selected.

## **6. Fees, Installation, Cabling and Lead Times**

- 6.1. Customer must pay the Fees as specified in the Service Order. All services are supplied on a Pay-As-You-Go basis
- 6.2. No installation fees will be charged to the customer for the provision of the services provided by PayGoZo (Pty) Ltd.
- 6.3. Installation lead times advertised on any platform are a guide based on averages and can vary depending on the last-mile provider.

## **7. Service Feasibility**

- 7.1. PayGoZo (Pty) Ltd. cannot guarantee the provision of the requested Service upon the receipt of an order. Provision of the Service is subject to PayGoZo (Pty) Ltd. confirming that it is technically feasible to do so and the absence of any force majeure event or event beyond PayGoZo (Pty) Ltd.'s reasonable control. The Customer will be formally notified after receipt of an order on whether or not the Service can be provided.
- 7.2. If the requirements of clause 7.1 are not met, the Agreement will terminate, and no liability will attach to PayGoZo (Pty) Ltd. for any loss suffered by the Customer as a result.

## **8. Equipment**

- 8.1. The parties agree the following with regards to equipment.
  - 8.1.1. PayGoZo (Pty) Ltd. will at all times be and remain the owner of the Router, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the Router to the Customer other than as the lessee of the Router.
  - 8.1.2. The Last-Mile providers will at all times be and remain the owner of the last-mile provided CPE device, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the CPE to the Customer other than as the lessee of the CPE.



- 8.1.3. On termination of this Agreement, the Customer must forthwith return the Router to PayGoZo (Pty) Ltd. in the same condition as that in which it was delivered to the Customer, fair wear and tear excepted.
- 8.1.4. On termination of this Agreement, the Customer must forthwith leave the Last-mile provider CPE device installed and should not remove it from the premises under any circumstances unless otherwise arranged with the last-mile provider.
- 8.1.5. Customer will not have access to the Last-Mile Provider CPE configuration and may not change or attempt to change the CPE configuration.
- 8.1.6. Customer accepts liability for any costs incurred by PayGoZo (Pty) Ltd. as a result of repair or replacement of both the router as well as last-mile CPE device where the Equipment failure was caused by Customer's misuse of the Equipment or breach of the Terms of Service
- 8.1.7. In the event that there is a breakdown or malfunction of the Router, PayGoZo (Pty) Ltd. will at its own cost effect repairs in accordance with the manufacturers' specifications.
- 8.1.8. The Customer will be responsible for any relocation of the last-mile CPE device but must give PayGoZo (Pty) Ltd. reasonable written notice prior to relocating any CPE.

## **9. Resale**

- 9.1. Resale of the Service is not permitted.

## **10. Cancellation of Pre-existing Services**

- 10.1. Cancellation of pre-existing services is the Customer's responsibility and PayGoZo (Pty) Ltd. cannot delay provision of its Service or billing due to the existing service provider's termination notice period or other termination requirements.
- 10.2. PayGoZo (Pty) Ltd. will advise of the forecast service delivery date to the best of its ability, but timelines are estimated and PayGoZo (Pty) Ltd. cannot be held responsible for no services due to cancellation of existing services being done prior to the PayGoZo (Pty) Ltd. service being delivered.

## **11. Throughput Rates and IP Access**

- 11.1. Access to, and across, the PayGoZo (Pty) Ltd. Network is at the maximum throughput rates set forth in the Service Order if advertised. Maximum throughput rates are not guaranteed due to the nature of the Internet.



- 11.2. IP throughput rates may also be reduced by PayGoZo (Pty) Ltd. in accordance with its Fair Usage Policy, where applicable, a copy of which can be provided to you on request.

## 12. FTTH Fair Use

12.1. In addition to the PayGoZo (Pty) Ltd. Acceptable Use Policy, PayGoZo (Pty) Ltd. Applies a use policy.

- 12.2. PayGoZo (Pty) Ltd. reserves the right to apply a Fair Usage Policy or “FUP” to uncapped Broadband Services provided to Subscribers. This is done only when necessary to protect the integrity of the PayGoZo (Pty) Ltd. Network and the experience of all uncapped users.
- 12.3. In practise, this means that we may set a predetermined amount of data which an uncapped Subscriber can use in a set period – the FUP threshold – and restrict the speed of Subscribers who exceed this threshold during peak usage periods.
- 12.4. FUP thresholds are specific to the line speed at which a Subscribers’ Service is provided.
- 12.5. In the rare instance when a FUP is enforced, the threshold will be dependent on the service and line speed. When a subscriber exceeds a FUP threshold, the line speed will be reduced for the remainder of a pre-determined period, until such time the usage behaviour reaches an acceptable norm.
- 12.6. A FUP may also be triggered by unintentional or unauthorised usage of the services. For example, a users’ computer or home network could become compromised by sharing passwords and be the source of criminal activity, DDOS attacks or sharing of illegal content, thereby triggering the FUP criteria.
- 12.7. Where a subscriber exceeds an FUP threshold their line speed will be reduced by 50% for the remainder of the set period. This applies even when there is unintended or unauthorised usage of the Service.
- 12.8. As part of its efforts to protect network integrity and shared user experience, PayGoZo (Pty) Ltd. also reserves the rights to apply traffic shaping and port prioritisation.
- 12.9. PayGoZo (Pty) Ltd. Reserves the right to terminate services with users who utilize the service for any illegal or illicit activities.