

***Skyband Communications Internet Terms and Conditions**

Wireless and or Fibre Broadband Access is supplied as a best effort service by the supplier. Areas marked as available on the map may not necessarily be Wireless ready at your particular address due to various circumstances. Should we not be able to proceed with your application, you will be advised thereof. Installations are normally completed within approximately 30 days but this timeline is, however, not guaranteed.

The additional installation fees will be charged out accordingly to the Subscriber.

For Wireless: (The Standard setup fee also includes standard Wireless Radio Equipment for distances up to 6km to nearest tower. If however, the distance exceeds an amount of 6km metres, a Long Range Wireless radio set up fee will be applicable, a further installation fee of R10 per additional required meter will be applicable for any additional Network cable (UTP) required by the client.)

For Fibre: (The Standard setup fee also includes Access Build up to 30 metres. If however, the Access Build exceeds an amount of 30 metres, the standard set up fee will be applicable as well as a further installation fee of R50 per additional required meter.)

Installation Engineer must ensure that it clearly informs prospective clients that they will be liable for the additional installation costs.

An additional fee will be charged for re-grading the speed of a Wireless Connection and or Fibre line, together with outdoor transfers (this is to a different address) and transfers between Service Providers. Cancellations for fibre lines and or wireless are only submitted at month end and the cancellation request must be submitted on a cancellation form which is obtainable on our website www.skyband.co.za or phone the office on 051 403 7100 for a form to be sent and must then be returned via email 1 calendar month prior to termination of service.

An additional fee of up to R2 000.00 may be charged on faults logged which are a result of faulty hardware or user error. This amount will then be raised to your account once we are notified of the charges by the Supplier.

By completing the order, it is noted that consent has been received from the landlord, owner or body corporate for the installation of the requested service.

The available capacity on the network is shared between all of Skyband Communications Bandwidth. Acceptable Usage Policies are linked to Uncapped Services.

Uncapped Services

Uncapped services are designed and intended for personal use only. The Uncapped Services may not at any time, be repackaged/broken down and sold to 3rd Parties, may not be used to provide services such as hosting/mail/ftp/backhaul for Wi-Fi/Internet cafes and other networks. The use and/or exploitation of our uncapped services for commercial use is strictly prohibited.

The Acceptable Use Policy for the Home Basic, Home Advanced, Home Ultimate and Business SME can be found below. By accepting the Terms and Conditions, you also agree to the aforementioned AUP.

All uncapped services are charged within a calendar month i.e. 1st to last day of every month. Your proof of payment must please reach us by before 17:00 on the last day of the month so as to prevent service interruption on the 1st of every month.

It is our mission to protect the integrity of our network, so as to provide the best possible internet experience for all of our clients using the uncapped services and as such, we reserve the right to manage uncapped users who are thought to be causing an unusually large burden on the network. We are committed to managing our network in such a manner that permits us to provide all users with the utmost experience possible, however we cannot guarantee that the allocated capacity will always be available.

Acceptable Usage Policies – AUP

Users with continuous uploading and downloading or unattended or automated processes will be managed by our Service Manager and may be used to manage user's connection rate (limiting the speed at such time) and or preventing certain ports or protocols.

Skyband reserve the right to use the Service Manager to maintain and manage its networks integrity in cases where insufficient bandwidth is not available, every reasonable effort to maintain network stability will be taken to ensure the best network experience for all of our users.

General Notice

Thank you for reading Skyband Communications Acceptable Use Policy (AUP). By accessing our website, or contracting with us for service, you agree, without limitation of qualification, to be bound to this policy and the Terms and Conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic of South Africa; to specify to customers and users of our service/website what activities and online behaviour is considered an unacceptable use of the service/website; to protect the integrity of our network and to detail the consequences that may flow from undertaking such prohibited action.

This document contains numerous legal obligations, which you are presumed to be familiar with. As such, we urge you to read this document thoroughly and direct any enquiries to our client services department at 051 403 7100.

Skyband Communication respects the rights of our clients and users of our services to freedom of speech and express; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We pledge not to interfere with any of those rights

unless deemed to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of Skyband Communications network.

Unlawful Use

Skyband Communication services/website is only to be used for lawful purposes and undertakings. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using Skyband Communications network that transgresses any law or regulation of the Republic of South Africa.

This includes:

1. Any violation of local and international laws forbidding child pornography; profanity; discrimination (including racial, gender or religious slander) and hate speech; or speech designed to provoke violence or hatred; or probability to cause bodily harm.
2. Any violation of the individual's right to privacy, including any effort to gather personal information of 3rd parties without their permission
3. Any transgression of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade formulas. Moreover, Skyband Communications cannot be held liable if you make any illegal use of any multimedia content accessed via the search facility provided by Skyband Communications network, or otherwise available through access to our network, irrespective for commercial or non-commercial purposes.
4. Any violation of the individual's right to privacy, including any effort to gather personal information of 3rd parties without their permission. Any activity designed to defame, maltreat, stalk, badger or physically threaten any person in the Republic of South Africa or beyond its borders; including any attempt to link to, post, transmit or otherwise disseminate any inappropriate or slanderous material
5. Any violation of the foreign exchange control laws of the Republic of South Africa.
6. Any fraudulent activity whatsoever, including suspicious financial practises, such as pyramid schemes; the impersonation of another member without their approval and permission; or any attempt to enter into a transaction with Skyband Communications on behalf of another member without their consent.
7. Failing to acknowledge a request by a recipient of unsolicited mail to be withdrawn from any mailing or direct marketing list and continuing to dispatch unsolicited mail following such a request for removal. Where any user lives outside the Republic of South Africa, permanently or only temporarily, such user will be subject to the laws of the country in which they are currently residing and which apply. On presentation of a legal order to do so, or under responsibility through an order for mutual foreign legal support, Skyband Communication will assist foreign law enforcement offices (LEA) in the investigation and indictment of an offence committed

using Skyband Communications' resources, including the provisioning of all personal identifiable data.

8. Any undertaking that arises in the sale, transmission or dissemination of pirated or prohibited software.

9. SUSPENSION

9.1. The supplier may suspend the customer's use of the services in the event that –

- 9.1.1. any modification, maintenance or remedial work is required to be undertaken pertaining to the services; and/or
- 9.1.2. the customer fails to perform any of its obligations or breaches any term/s of this agreement, by which the services will be suspended by the 7th day of the month;
- 9.1.3. the customer at any time exceeds the credit limit which the supplier, in its absolute discretion, shall set and notify the customer of from time to time.

9.2. The supplier may require the customer to effect payment of any applicable reconnection charges pursuant to the restoration if the services suspended in the circumstances contemplated in clauses 9.1. The customer remains liable for the applicable charges payable by it in terms of this agreement during any period of suspension in the circumstances contemplated in clauses 9.1.

10. DEFAULT

10.1. Where otherwise provided for in the proposal or elsewhere herein, should either party ("the defaulting party") –

- 10.1.1. fail to pay any amount payable under this agreement within 7 days after receipt of written demand requiring such payment;
- 10.1.2. commit a breach of any provision (other than a payment obligation) of this agreement and, if such breach is capable of remedy, fail to remedy such breach within 7 days after receipt of written demand from the other party requiring it to do so;
- 10.1.3. becomes the subject of business rescue proceedings, is placed under liquidation, judicial management or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily;
- 10.1.4. commit any act which if committed by a natural person would constitute an act of insolvency or become insolvent;
- 10.1.5. Compromise or attempt to compromise generally with any of its creditors;
- 10.1.6. have a final judgment taken against it which is not satisfied within 30 days after the granting of such judgment, then the other party ("the aggrieved party") shall be entitled, without prejudice to any of its other rights under this agreement and/or in law and by giving written notice, to immediately cancel this agreement and immediately retake possession to any installed equipment at the customer's current address or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages. Furthermore, and without prejudice to the supplier's rights pursuant to

the foregoing, should the supplier have suffered any damages as a result of interconnect bypass, the supplier shall be entitled to recover from the customer an amount equal to the interconnect rate applicable to the supplier plus 10% thereof.

- 10.1.7 the customer will also be liable for payment of R 120.00 for any written demand addressed to the customer.

11. OBLIGATIONS ON TERMINATION AND/OR SUSPENSION

- 11.1. The customer is liable for any obligation accrued at the date of termination or suspension of the services, including the payment of any costs or charges that may arise in connection with such termination (including, without limitation, for the cancellation fees) or suspension, and the payment of all outstanding fees for the use of the services prior to said termination or suspension.
- 11.2. The payment obligations of the customer in terms of this agreement are not suspended, stayed, delayed or otherwise affected by any suspension of access to the services where such suspension arises from the customer's failure to comply with, or violation of, the terms and conditions of this agreement or any law or legal obligation of the customer.
- 11.3. The supplier shall be entitled to immediately deactivate the service on the date of termination or cancellation and further, has no obligation to the customer after any termination or cancellation of this agreement.

***Contention ratio (over subscription ratio)**

Understanding your speed test and contention ratio can help you make better decision in the broadband package you choose.

It's important to take several different factors into account when you think about your home broadband speed and one of those factors is contention ratio. Here we explain what contention ratio is and how it could affect your broadband speed. Contention Ratio (or over subscription ratio) is the number of users sharing the same data capacity. The lower the contention ratio the higher the quality of service. A 50:1 contention ratio means that up to 50 broadband customers are sharing the same bandwidth at any one time. A contention ratio is used in both fixed and mobile broadband wireless access. The use of a contention ratio makes the quality and speed of a broadband connection dependent on the number of users online at any given time. Business broadband services will often have much lower contention ratios to enable the internet server provider (ISP) to give business users a more consistent quality of service. The average contention ratio for a home user internet access connection is 50:1 and 10:1 for a business connection.

Understand Your Contention Ratio

Everyone who is connected through an ISP is going to be sharing their connection with other users; this is called your contention ratio. (Let's face it, the cost of a dedicated line to your office is going to be pretty hefty.) Logically then, the more people online at the same time, the slower your service will be. The job of a good ISP is to ensure that their service is set up and priced to give you the speed that you have requested...as often as possible. You'll probably see phrases

such as “best effort” in your contract which relate directly to this. Basically, ISPs are saying that they are balancing the number of users on the line, their likely usage and times, and the cost of the service, to give you the best price and the fastest speed – as far as possible. Consider this: it’s month end, 10 am, and you’re trying to access your bank. You’re probably battling with millions of other users to access this server at this time of the month (and day) which makes your contention ratio (both for the internet and the bank’s server) pretty high.

Home Basic Uncapped

Perfect for surfing the web, email and social media usage, YouTube streaming. Best effort services.

Home Advanced Uncapped

Great starter for entry level streaming, surfing the web, email, social media usage and downloads. Best effort services.

Home Ultimate Uncapped

Excellent for buffer free streaming, surfing the web, email, social media usage, large downloads and for those who need just that extra edge of bandwidth. Best effort services.

Business SME

Own the internet with our premium priority package. Perfect for business users with business applications getting higher priority. Best effort services.