

## PRODUCT SPECIFIC TERMS – GLOBALMSP FIBRE TO THE HOME

This document is concluded under the terms of the Master Services Agreement between GlobalMSP and the Customer, and these terms and the Master Services Agreement shall be read as one agreement.

In addition, these Product-Specific Terms and Conditions ("Product Terms") must be read together with the GlobalMSP General Terms and Conditions ("General Terms"), which are incorporated herein by reference and form an integral part of these Product Terms and can be accessed at [www.globalmsp.net](http://www.globalmsp.net)

In the event of any inconsistency, ambiguity, or conflict between the provisions of these Product Terms and the General Terms, the provisions of the Product Terms shall prevail, unless expressly stated otherwise herein.

By accepting or using the relevant product or service, the customer acknowledges that it has read, understood, and agrees to be bound by both the General Terms and these Product Terms.

Capitalised terms not defined herein have the same meaning as defined in the GlobalMSP Master Services Agreement and the General terms.

### 1. Resale of Service

Resale is not permitted.

### 2. Definitions

- 2.1. **"Access Circuit"** means a fibre circuit at the Customer's selected premises.
- 2.2. **"Contended"** means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the GlobalMSP Service is delivered. Access Circuit speeds are symmetrical.
- 2.3. **"Unshaped"** means that GlobalMSP does not prioritise or differentiate between different classes of traffic.
- 2.4. **"Uncapped"** has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>.
- 2.5. **One-calendar month:** One-calendar month term means that the notice period must align with the full, named months on a calendar, starting from the first day of the next full month & running through to the end of the second month.
- 2.6. **Live date:** A go live date signifies the point at which the FNO (Fibre Network Owner) assumes responsibility for delivering a service according to the agreement, and when all functional, technical and security requirements have been met. The client will be billed as from the go live date.

### 3. General

- 3.1. The Service provides Internet access by transmitting and delivering IP packets between the Customer's computers connected on the GlobalMSP Network by means of the Access Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.
- 3.2. Web-based speed tests are not reliable and will not be accepted as conclusive proof of non-performance by GlobalMSP.

### 4. Throughput Rates and IP Access

- 4.1. Access to, and across, the GlobalMSP IP Network is at the maximum throughput rates set forth in the GlobalMSP MSA and/or Customer Order. Maximum throughput rates are not guaranteed.
- 4.2. Due to the nature of the Internet, GlobalMSP can only control IP throughput rates from the user network interface of the equipment to the point of interconnection between the GlobalMSP Network and the Internet.

### 5. Data Accumulation

- 5.1. Unused Capped rolls over to the following months to a maximum of 6 times the base data allocation.
- 5.2. Customers who downgrade the service will lose any accumulated data
- 5.3. Customers who terminate a capped data Service will lose any accumulated data.

## **6. Access Circuit**

- 6.1. GlobalMSP or the network operator supplies, configures and tests the Access Circuit.
- 6.2. Each network operator defines its own standard installation. If a non-standard installation, re-installation or any move of equipment is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Access Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer, or through GlobalMSP, depending on the business model of the network operator.
- 6.3. At any point after installation of an Access Circuit, GlobalMSP shall be entitled to replace the Customer's Access Circuit with any other Access Circuit provided that:
  - 6.3.1. The replacement of an Access Circuit does not result in the Customer incurring any additional charges; and
  - 6.3.2. The quality of the new Access Circuit is equal or better than the replaced Access Circuit.

## **7. Equipment**

- 7.1. The equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 7.2. You must identify a suitable location for the equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the equipment is not greater than 2 metres.
- 7.3. In the event of failure of the equipment, GlobalMSP will repair or replace (at GlobalMSP's discretion) the equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the equipment is replaced, you must return the original equipment to GlobalMSP.
- 7.4. You accept liability for any costs incurred by GlobalMSP as a result of repair or replacement of equipment where the equipment failure was caused by your use, misuse or changes to the equipment, other than as previously agreed to in writing by GlobalMSP.
- 7.5. GlobalMSP will retain the password for the equipment. Responsibility for the IP configuration of the service configuration lies with GlobalMSP.
- 7.6. Ownership of the equipment vests in the GlobalMSP. Equipment is not subject to a rent-to-own contract.

## **8. IP Addresses**

GlobalMSP will dynamically assign IP addresses from GlobalMSP allocated blocks obtained from AfriNIC. Any IP address allocated by GlobalMSP to you remains the property of GlobalMSP and you will have a non-transferable licence to use such addresses for a limited time.

## **9. Security**

You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility. GlobalMSP will not be held liable for any losses arising out of security breaches of your Services.

## **10. Disclaimer**

GlobalMSP will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the GlobalMSP Network.

## **11. Promotional Pricing**

- 11.1. Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of GlobalMSP.
- 11.2. Promotional pricing is subject to availability, either from the upstream network operator or GlobalMSP and may be withdrawn at any time without notice.

## **12. Cancellation Terms**

- 12.1. Customer must give one clear calendar month notice of his/her intention to cancel the Service. Cancellations must be sent to GlobalMSP in writing to [Cancellations@globalmsp.net](mailto:Cancellations@globalmsp.net)
- 12.2. If a cancellation in terms of clause 12.1 above results in the termination of Service prior to the expiration date of a fixed term agreement, then GlobalMSP shall be entitled to levy an early termination fee calculated as provided for in clause 10.6 of the General Terms.
- 12.3. If Customer terminates an Access Circuit prior to it being activated by GlobalMSP or prevents GlobalMSP from activating the Access Circuit after it has been ordered, then the Customer shall be liable to GlobalMSP for any installation and other charges that it is liable to pay the network operator.
- 12.4. The Customer shall be liable for any costs levied by the upstream network operator in the event of the Customer cancelling a promotional Service and/or a Service that was offered with no installation fee within 12 months from the commencement of the Service.

Use of the Service is subject to GlobalMSP Acceptable Use Policy ('AUP'), which may be located at