

COMTEL ISP TERMS AND CONDITIONS

By entering into any agreement with Comtel for any services, the client acknowledges and agrees with the Terms and Conditions as provided hereunder.

1. Clientzone

- 1.1. <https://clientzone.comtel.co.za> is a portal that enables clients to manage their accounts and services, and includes usage and billing information.

2. Agreement Duration and Charges

- 2.1. The duration of the agreement and charges (including VAT) are as per the specific details outlined in the client's agreement.
- 2.2. Comtel reserves the right to adjust the pricing of its services and equipment as necessary. Such adjustments may be prompted by a range of factors including, but not limited to, inflation, fluctuations in currency exchange rates, changes in the costs associated with providing our services (such as increases in prices from our suppliers, changes in the cost of maintaining and upgrading network infrastructure or increases in the petrol price etc), regulatory changes, or significant shifts in market dynamics. Any changes to the pricing will be communicated to clients with a minimum of 30 days' notice before the new rates take effect, providing clients with ample time to review these adjustments. In the event of a pricing adjustment, clients will have the option to either accept the revised pricing or terminate their contract in accordance with the terms specified within their current agreement, ensuring that clients retain control over their service choices in light of any pricing updates.

3. Installations

- 3.1. Comtel provides 'free to use' WiFi routers to home clients.
 - 3.1.1. Comtel's 'free to use' WiFi routers remain the property of Comtel and are not to be removed from the premises.
 - 3.1.2. If a WiFi router is removed from the premises, the client accepts and agrees that they will pay Comtel to replace it.
- 3.2. All equipment provided by Comtel comes with a 12-month warranty.
- 3.3. Comtel provides 6-month warranties on wireless dish installations.
- 3.4. As an incentive for long-term agreements, Comtel offers discounts on installation costs.

4. Third-Party Networks

- 4.1. Comtel ISP Services are provisioned via 3rd party networks and are subject to the terms and conditions of the third-party networks, as can be found on their websites.

5. Internet Services

- 5.1. Comtel provides uncapped, unshaped, and unthrottled internet services.
- 5.2. The speeds are 'up to' unless the services are 1:1 i.e., dedicated.

6. Network Contention

- 6.1. Natural contention on networks may arise during peak times when multiple users compete for limited bandwidth resources.
- 6.2. When a client runs a speed test during such periods, the results can be affected by both the client's network congestion and potential contention or CPU constraints on the speed test server, especially if numerous users are conducting tests at the same time.

7. Call-outs and Maintenance

- 7.1. Any call-out or maintenance to replace, fix or reconfigure a router (or any client equipment) is billed, unless there is a hardware maintenance agreement in place.
- 7.2. If Comtel needs to re-align a dish after the '6-month warranty period' i.e., 6 months after date of installation, a call-out is billed.

8. Email Newsletter

- 8.1. All new clients are automatically added onto Comtel's monthly newsletter.
- 8.2. Clients may unsubscribe at any time by clicking on the 'unsubscribe' link as found at the bottom of newsletter.
- 8.3. Clients may opt back in via <https://comtel.co.za>

9. Router Access

- 9.1. Clients, by default, don't have login access to Comtel routers.
- 9.2. Clients who require login access need to sign an acceptance waiver form that they accept responsibility for the router and that they will pay Comtel for any interventions required to fix or reconfigure the router.

10. Uncapped VoIP Packages

- 10.1. Uncapped VoIP packages are not intended for call centres.
- 10.2. Home VoIP packages are not intended for business clients.
- 10.3. Violation of these terms may result in service migration onto Comtel's 'pay per use' model.

11. Service Limitations

- 11.1. Comtel does not guarantee uptime due to:
 - 11.1.1. Comtel relies on various 3rd party networks and organisations to provision the services, and things occur outside our control that may affect the services.
 - 11.1.2. There may be periods of downtime due to service limitations or maintenance that may be within and/or outside our control.
 - 11.1.3. Comtel services, including but not limited to fibre, wireless, VoIP, and PBX services, are provided on an "as is" and "as available" basis. Comtel makes no warranty that the service will be uninterrupted or error-free, and the client acknowledges and accepts that temporary interruptions of the service may occur as normal events in the provision of the service.

12. Loadshedding

- 12.1. Comtel's distribution network is installed with battery backup systems; however, we can't guarantee uptime during loadshedding due to:
 - 12.1.1. Prolonged loadshedding periods may exceed the capacity of our backup systems, leading to potential service interruptions;
 - 12.1.2. Unexpected technical failures or maintenance issues in the backup systems may occur from time to time;
 - 12.1.3. Comtel relies on various 3rd party companies that may experience battery capacity issues and failures, leading to potential service interruptions.

13. WiFi Coverage

- 13.1. The client accepts that the WIFI coverage is not guaranteed, and is limited and subject to physical and environmental factors that affect signal strength and range. The availability and quality of the WIFI connection varies depending on the location within the premises.

- 13.2. The client accepts that any additional WIFI coverage required is at their cost i.e., Comtel or any IT Partner company will charge for any additional APs within the premises to improve the coverage and/or signal quality and speed.

14. Home (residential) Internet

- 14.1. The client accepts that home internet packages may be contended and that Comtel does not guarantee the speeds.
- 14.2. The client accepts that they are physically installed on 3rd party FNO infrastructure, and as such Comtel cannot guarantee speeds, uptime nor quality of service.

15. Service Credits

- 15.1. Comtel issues credits to SLA clients for service interruption that exceed the guaranteed uptime as stated in the clients SLA agreement and;
- 15.1.1. The calculated downtime excludes any service interruptions caused by 3rd party networks, Eskom's loadshedding, acts of God or any other issues outside Comtel's control.
- 15.2. Comtel does not, for any reason whatsoever, issue credits to non-SLA clients.

16. Holiday/Flexi Internet Packages

- 16.1. Comtel offers holiday packages for clients who do not occupy their homes full-time.
- 16.2. Holiday packages allow clients to suspend their services while they are away, and reactivate their services upon return.
- 16.3. The minimum charge is one month's subscription plus a reconnection fee.
- 16.4. This package is only available on Comtel FNO networks and is subject to a once-off installation cost.

17. Promotional Offers

- 17.1. Details of the promotional offers are specified in the marketing material and include duration, type of service and available locations/regions, and are not available after the duration period.

18. Technical Support

- 18.1. Clients can contact Technical Support by:
- 18.1.1. Calling 087-022-000;
- 18.1.2. Emailing support@comtel.co.za;
- 18.1.3. Logging a ticket @ <https://clientzone.comtel.co.za>

19. Standard Support Hours

- 19.1. Remote support hours are:
- 19.1.1. Weekdays: 7am to 10pm
- 19.1.2. Weekends: 8am to 8pm
- 19.1.3. Public Holidays: 9am to 6pm
- 19.2. Onsite support hours are:
- 19.2.1. Weekdays: 8am to 5pm

20. Standard Response Times

- 20.1. Standard Response times for fault resolution are between 1 and 3 business days.

- 20.2. Comtel relies on 3rd party support companies and 3rd party FNOs to maintain uptime; therefore, we cannot guarantee service levels as their support protocols (3rd party support and FNOs) are out of our control.
- 20.3. Clients who require improved turnaround times must sign up for an SLA.

21. Service Level Agreement (SLA)

- 21.1. Service Level Agreements increase the available support hours (i.e. provide support outside the standard support hours) and improve the response times with guaranteed fault resolution.
- 21.2. Comtel provides Silver, Gold and Platinum SLAs. The details are outlined as per the respective agreements.

22. Escalation of Complaints

- 22.1. Home clients can escalate complaints to the Support Manager, business clients to their Accounts Manager, and further escalation to the Directors if necessary.

23. Service Upgrades

- 23.1. Clients can upgrade their service by signing a migration form.
 - 23.1.1. The service upgrade will take then place on the '1st of the month', unless there is an infrastructure/capacity issue, in which case the clients service will be upgraded on the '1st of the next month' following the infrastructure upgrade i.e. that increases the available capacity to support the service upgrade.

24. Service Downgrades

- 24.1. Clients 'in agreement' cannot downgrade their service for the duration of the agreement.
- 24.2. Clients 'out of agreement' can downgrade their service by adhering to the written notice period of the 3rd party network, as found in their terms and conditions.

25. Service for Minors

- 25.1. Comtel is not responsible for restricting access to age-restricted content.
- 25.2. Services provided by Comtel are not intended for use by minors without the supervision and consent of a guardian.
- 25.3. Comtel abides by the ISPA code of conduct, WAPA, ICASA and South African law.

26. Downloading Copyright Material

- 26.1. Piracy of copyright material is illegal according to the Copyright Act.
- 26.2. Comtel supports and abides with South African law and may share information with authorities during a formal investigation.

27. Misuse of Services

- 27.1. Comtel does not permit business clients using home services.
- 27.2. Comtel does not permit clients reselling services without authorisation from Comtel management.
- 27.3. Comtel reserves the right to suspend services that are being misused.

28. Misuse of Equipment

- 28.1. Misuse of equipment includes, but is not limited to damage due to:
 - 28.1.1. Negligence;
 - 28.1.2. unauthorised modification or repair;
 - 28.1.3. not powering it via surge protectors; and

- 28.1.4. other general misuse practices.
- 28.2. Comtel bills to replace, repair or reconfigure equipment that was misused.

29. Power Related Issues

- 29.1. The onus is on the client to ensure that Comtel's WIFI Router is sufficiently protected against power surges or power failures of any kind whatsoever. Any and all costs to replace the router due to power issues is for the client's account.

30. Abusive Behaviour

- 30.1. Abusive behaviour towards staff will not be accepted and may result in Comtel giving the client written notice in terminating the relationship.
- 30.2. If the client provides a formal written apology to the staff member, Comtel may, at its discretion, reinstate the client's service.

31. Client Data Protection

- 31.1. Comtel adheres to international best practices and the POPIA act in terms of data protection and privacy, as specified in Comtel's Privacy Statement.
- 31.2. Comtel's protocol for sharing client data, obtained through FICA, with legal entities adheres to the rules and regulations as set out by ICASA, ISPA, WAPA and the governing laws of South Africa.

32. Communication of Contact Information

- 32.1. Clients are expected to maintain up-to-date contact information with Comtel.
 - 32.1.1. Failure to do so may result in 'automatic-system suspension' due to undelivered invoices.
- 32.2. Comtel does not accept responsibility for suspensions arising from outdated contact information.

33. Agreement Renewals

- 33.1. After the agreement period ends, client will default to 'month to month' agreements for home clients with the following cancellation terms:
 - 33.1.1. 1 calendar months' notice for home services and;
 - 33.1.2. 3 calendar months' notice for business services.

34. Cancellation of Services

- 34.1. Clients 'in agreement' cannot cancel their service/s for the duration of the agreement.
- 34.2. Clients 'out of agreement' can cancel their service by providing, in writing, a one-month notice for home clients and three months' notice for business clients.

35. Moving Premises

- 35.1. If a client wishes to move their service to a new location, a moving fee may apply.
 - 35.1.1. If there is no coverage at the new location, and the client is still 'in agreement', the customer must pay a cancellation fee as per the agreement terms.

36. Service Suspension

- 36.1. Comtel's system auto-suspends services for late or non-payment.
- 36.2. Comtel reserves the right to also suspend services in cases such as abusive behaviour, misuse of service, involvement in illegal activities, or a breach of these terms and conditions.

37. Service Reinstatement

- 37.1. Suspended services are reinstated upon payment of all dues as per their account statement, along with any administration fees.

38. Debt Collection and Blacklisting

- 38.1. Comtel reserves the right to engage in debt collection procedures in the event that a client fails to pay for their outstanding fees or cancellation fees, as per their account statement.
- 38.1.1. The client accepts that the debt collection fee will include Comtel's outstanding fee plus an additional 'debt collection admin fee'.
- 38.2. Comtel reserves the right to blacklist clients who do not pay the debt collection agency with any or all credit bureau agencies within South Africa, without any obligation to remove or rescind such information.

39. Cession and Assignment

- 39.1. Clients may not cede or transfer their service to another client without completing Comtel's 'cession migration form'.
- 39.2. Comtel may, at its discretion, also refuse to cede existing services based on a negative credit check.

40. Limitation of Liability

- 40.1. The client agrees to use the services at their own risk; and indemnifies and holds Comtel, its employees, agents and IT Partners harmless from any indirect or consequential losses, damages, costs, or expenses arising from using the services.

41. Security and Liability

- 41.1. Comtel implements reasonable measures to protect its network and client data from unauthorised access or cyber threats. However, due to the ever-evolving nature of technology and potential vulnerabilities, we cannot guarantee absolute security.
- 41.2. While we strive to maintain a secure environment, Comtel disclaims any liability for any security breaches, unauthorised access, or data breaches that may occur despite our best efforts.
- 41.3. The client is solely responsible for firewalls and security, and indemnifies and holds Comtel, its employees, agents, and affiliates harmless for any and all security breaches into their internal networks.

42. Use of Comtel's Name or Logo

- 42.1. Any use of Comtel's name or logo requires prior written consent from Comtel.

43. Confidentiality

- 43.1. the client agrees at all times to keep the terms, conditions and service/s of their agreement and confidential and shall not disclose the same to any other third party (save to its legal advisors and accountants solely for the purposes of obtaining professional advice thereon); and
- 43.2. each party acknowledges that it may exchange proprietary and confidential information with the other, as reasonably necessary for each to perform its obligations under this agreement. All information relating to the agreement, whether oral or written, shall be deemed to be confidential, unless indicated to the contrary in writing.

44. Dispute Resolution

- 44.1. Any disputes arising from or relating to the service, these terms and conditions, or the relationship between the customer and Comtel, shall be resolved in accordance with the laws of South Africa.
- 44.2. Any legal action or proceedings arising in connection with these terms and conditions shall be brought forward in the courts of Cape Town.

45. Membership and Licensing

- 45.1. Comtel is a member of the Internet Service Providers Association (ISPA), the Wireless Access Providers Association (WAPA) and is licensed with the Independent Communications Authority of South Africa (ICASA).
- 45.2. Comtel adheres to national laws and regulations designed to protect both clients and ISPs.

46. Amendments

- 46.1. Comtel reserves the right to amend these terms and conditions at any time.