

## PRODUCT SPECIFIC TERMS – HUGE FIBRE TO THE HOME

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

Capitalised terms not defined herein have the same meaning as defined in the HUGE Master Services Agreement.

### 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 HUGE Service is delivered. Access Circuit speeds are symmetrical.
- 2.3. “**Unshaped**” means that HUGE 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/>.

### 3. General

The Service provides Internet access by transmitting and delivering IP packets between the Customer’s computers connected on the HUGE Network by means of the Access Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.

### 4. Throughput Rates and IP Access

- 4.1. Access to, and across, the HUGE IP Network is at the maximum throughput rates set forth in the HUGE MSA and/or Customer Order. Maximum throughput rates are not guaranteed.
- 4.2. Due to the nature of the Internet, HUGE can only control IP throughput rates from the user network interface of the equipment to the point of interconnection between the HUGE Network and the Internet.
- 4.3. Web-based speed-tests are not reliable and will not be accepted as conclusive proof of non-performance by HUGE.

### 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. HUGE 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 HUGE, depending on the business model of the network operator.
- 6.3. Access Circuits are procured from network operators and are “fixed” to a specific geographic location. It is generally not possible to “transfer” an Access Circuit from one physical address to another. If the customer relocates and requires a service at another location, it will be treated as a cancellation of the service at the current premises and a new service at the new premises.

- 6.4. At any point after installation of an Access Circuit, HUGE shall be entitled to replace the Customer's Access Circuit with any other Access Circuit provided that:
  - 6.4.1. The replacement of an Access Circuit does not result in the Customer incurring any additional charges; and
  - 6.4.2. 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, HUGE will repair or replace (at HUGE'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 HUGE.
- 7.4. You accept liability for any costs incurred by HUGE 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 HUGE.
- 7.5. HUGE will retain the password for the equipment. Responsibility for the IP configuration of the service configuration lies with HUGE.
- 7.6. Ownership of the equipment advertised as "free-to-use" vests in the HUGE. Equipment is not subject to a rent-to-own contract.
- 7.7. On termination of the Services, equipment must be returned to HUGE at the customer's cost. HUGE will invoice the customer at the retail cost of the nearest model of replacement equipment and if the customer pays the invoice, the ownership of the equipment will transfer to the customer. If the customer returns the equipment, HUGE will credit the invoice raised for the replacement thereof.

## **8. IP Addresses**

HUGE will dynamically assign IP addresses from HUGE allocated blocks obtained from AfriNIC. Any IP address allocated by HUGE to you remains the property of HUGE 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. HUGE will not be held liable for any losses arising out of security breaches of your Services.

## **10. Disclaimer**

HUGE 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 HUGE 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 HUGE.
- 11.2. Promotional pricing is subject to availability, either from the upstream network operator or HUGE and may be withdrawn at any time without notice.

## 12. Cancellation Terms

- 12.1. Customer must give one clear calendar month (a calendar month being defined as named month of the Gregorian calendar) notice of his/her intention to cancel the Service. Cancellations must be sent to Huge in writing. All subscriptions will be subjected to a calendar month notice after the expiration of a fixed term subscription.
- 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 HUGE shall be entitled to levy a termination fee equal to the fees that would have become due and payable in respect of the balance of the contract term. All subscriptions will be subjected to a calendar month notice after the expiration of a fixed term subscription.
- 12.3. If Customer terminates an Access Circuit prior to it being activated by HUGE or prevents HUGE from activating the Access Circuit after it has been ordered, then the Customer shall be liable to HUGE for any installation and other charges that it is liable to pay the network operator.
- 12.4. If the installation costs are subsidised by HUGE and the Customer terminates its service within the first 12 months (even in the case of relocation) then HUGE shall be entitled to recover the full subsidised amount as is declared on the Customer Order Form from the Customer.

Use of the Service is subject to HUGE Acceptable Use Policy ('AUP'), which may be located at <http://hugenetworks.co.za/acceptable-usage-policy/>