

Terms and conditions

GENERAL

1. This is an agreement between you and IBLITZ regarding your use of IBLITZ's services. All such usage shall be subject to the terms and conditions contained in this agreement and the policies set out below as read with the product specific terms and conditions applicable to the relevant service(collectively, "the / this Agreement")
2. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account.
3. In circumstances of the Consumer Protection Act, 2008 ("the CPA") being applicable to this Agreement, the provisions of the CPA shall prevail in the event of a conflict between any provision of this Agreement and the provisions of the CPA

1. DEFINITIONS AND INTERPRETATION

In the Agreement the following words and phrases will have the corresponding meaning, unless the context otherwise requires:

1. **Agreement:** as between you and IBLITZ, these General & Service Terms read together with any terms as stated in the Application and any Service Order.
2. **Authority and Mandate:** the authorisation you give to IBLITZ to debit your account monthly, on the selected date, which does not constitute the granting of credit or amount to a credit agreement;
3. **Application:** the online application form accessed on the IBLITZ Portal where you fill-in the required information to order your Product; which when accepted by IBLITZ becomes a binding Service Order.
4. **Billing Start Date:** The Billing Start Date for a Service will be from when the Wireless provider hands over Wireless services and your internet is active.
5. **Business Day:** every day excluding Saturdays, Sundays and public holidays in RSA.
6. **Charges:** the following charges and any other charges or fees payable by you to IBLITZ in respect of a Service, as set out or referred to in a Service Order and revised from time to time.
 1. Call Charges: the charges for packet switched telecommunications services;
 2. Once-Off Charges include but are not limited to installation, connection and/or activation charges and are non-recurring

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charges for the setup of a Service (including installation of any Service Equipment);

3. **Monthly Fee:** monthly recurring charges for a Service.

7. **Contended:** multiple users sharing the same network capacity. Contention ratios are based on the individual design of the Wireless access network over which the IBLITZ service is delivered.

8. **Customer Data:** technical data (for example the date, time and duration of voice or data transmissions) that is necessary for the establishment, billing or maintenance of the transmission.

Regulated Customer Data is that Customer Data of which the use, processing or transfer is regulated by law or regulation as personal data.

2.

1. **Customer Site or Site:** a physical location at which a Service is provided.

2. **Domicile:** the physical address you provide in terms of a proof of address, alternatively per your application form or Authority and Mandate, where you will receive any legal notice.

3. **Effective Date:** in relation to a Service, the date upon which IBLITZ accepts your correctly completed Application, together with any required documentation, which upon acceptance becomes a Service Order and you receive an e-mail to this effect.

4. **Emergency Works:** works that are necessary at the time to put an end to, or prevent, the arising of imminent or existing circumstances likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party; (iii) substantial loss to IBLITZ or any third party; and such other works in those circumstances necessary to execute Emergency Works.

5. **Force Majeure Event:** any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, power outages, strike, industrial disputes, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, and acts or omissions of other providers of telecommunications services.

6. **IBLITZ Portal:** at www.iblitz.co.za, where you check the availability of the Provider service in your particular

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location before ordering any Product. IBLITZ can make no warranty as to the accuracy of this resource provided by the Provider.

7. **Network:** the points of presence, network hubs and host computers owned, operated or used by IBLITZ in connection with the provision of a Service.
8. **Party:** IBLITZ or you (per the context), and Parties means both you and IBLITZ.
9. **Product:** any product offered by IBLITZ for Services, whether standalone or bundled with a value add-on product;
10. **Provider:** IBLITZ's partner last-mile Wireless provider either operating in your area or who you select in your Application. All hardware provided by any Provider will remain the property of the Provider into perpetuity.
11. **Service:** the specific service(s) provided by IBLITZ to you and as may be further described in the relevant Service Order.
12. **Service Order:** an Application and your order for a specific Service to be provided to you by IBLITZ, as read with clause 1.11.
13. **Service Equipment:** the hardware, software, systems, cabling and facilities provided by IBLITZ at your Site in order to make the Service available to you. IBLITZ remains the owner of Service Equipment. Service Equipment does not include the Network or any hardware or software that is the subject of a separate supply contract between you and the Provider.
14. **Uncapped:** meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminologyguidelines/>.
15. **Unshaped:** IBLITZ does not prioritise or differentiate between different classes of traffic or protocols.
16. **you / your** refers to you, our valued customer, whose details are as supplied to us in your Service Order.
17. **Interpretation:** Unless the context otherwise requires, a reference to:
 1. Singular may refer to plural, and vice versa, as the case may be;
 2. A person includes a reference to a natural or juristic person, as the case may be, including a reference to that person's legal representatives, successors and permitted assigns;

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18. **A document** is a reference to that document as supplemented or varied from time to time.
19. To the extent that goods or services provided in terms of the Agreement are governed by the Consumer Protection Act, then the provision of same is qualified to comply therewith.
20. **Calendar Month:** means the period beginning on and including the first of each calendar month and ending on and including the last day of such calendar month.
21. **Month to Month:** The agreement will automatically renew on a monthly basis and such agreement may then be cancelled by providing Home-Connect with a Cancellation Request via the customer portal with a calendar month notice prior to the date of the service you wish to cancel.
22. **Proof of Address (Domicile)** the physical address you provide in terms of a proof of address, not older than three (3) months and must be in the form of a lease agreement/rental contract/utility bill or proof of purchase, where you will receive any legal notice.
23. **Proof of ID:** Acceptable proof of Identification is SA Green ID Book, SA ID Card or a Passport. Refugee document, Driver's License and Asylum Seeker Documentation is not acceptable.
24. **Wi-Fi** is a wireless networking technology that allows computers and other devices to communicate over a wireless signal and Wi-Fi uses radio frequencies which has limitations when there are electrical and physical interferences.

2. Service Activation

1. Once you have submitted your Service Order to IBLITZ, IBLITZ may carry out any appropriate verification checks on you, to which you hereby consent. Once IBLITZ is satisfied with your credit record and accepts your Service Order, it becomes binding on you.
2. Any Wireless line order by completing our application form and then cancelled after acceptance by IBLITZ will be invoiced to you. **3.**

Registering on the IBLITZ

1. Go to the IBLITZ website and register by entering your personal details, then one of our sales representative will confirm for coverage in your area. Should Wireless coverage be available, you may then complete an

Application for Service by entering your details and selecting the Provider and your selected Product

2. When you complete the Authority and Mandate, you accept the terms of the Service Order.
3. By law, you are required to upload your proof of residence as well as a copy of your ID.
4. The Application will go to IBLITZ's service team, who will review your completed Application. Once accepted by IBLITZ, the Agreement is complete, and you will thereafter receive an e-mail containing your copy of the Service Order and Debit Order Authority Mandate.
5. IBLITZ's service team will inform you of the progress of your Service Order.
 1. When applying to move services, transfer service, upgrade services, downgrade services, package changes or termination of services, applicable charges will apply as determined by the applicable Wireless Provider and Home-Connect respectively.

4. Wireless Packages Products

1. Month to Month :

1. IBLITZ will cover any activation fee(s) and provide you with a free to use wireless router (which wireless router remains the property of IBLITZ into perpetuity). This offer is subject to 1 (one) address per application and does not include the cost of any Wireless installation for change of addresses, in case which applicable fees will be charged.
1. IBLITZ will provide you with a "free to use" wireless router which remains the property of IBLITZ into perpetuity.
2. You may terminate the Service Order at any time by giving IBLITZ 1 FULL calendar months' notice (not 30 days). All cancellations must be processed via email: accounts@iblitz.co.za or online portal using the cancelation tab on our website <https://iblitz.co.za>. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
3. Line cancelation is complete only once cancelation fee is paid.
4. This Product is charged in advance

5. Upon termination, you are required to return all wireless equipment to IBLITZ, and all other equipment installed failing which, IBLITZ will invoice you for its value at the time the termination becomes effective due as stated on the invoice.
6. You will be billed accordingly until iBlitz is given 30 days' notice.
7. Month to month does not mean prepaid, you will be invoiced every month unless one full calendar month notice is given.
8. Applicable only to fibre subscribers:
 1. Cancellation after application acceptance and agreement will have a 6-month claw back clause.
 2. Cancellation within the first 6 months is not permitted. However, should you choose to cancel you will be held liable for the cancellation fee incurred by iBlitz from your fibre provider (cancellation fee(s) vary dependant on your fibre provider).

2. Home contract:

1. IBLITZ will cover any activation fee(s) and provide you with a free to use wireless router (which wireless router remains the property of IBLITZ into perpetuity). This offer is subject to 1 (one) address per application and does not include the cost of any Wireless installation for change of addresses, in case which applicable fees will be charged.
2. You may terminate the Service Order at any time by giving IBLITZ 1 FULL calendar months' notice (not 30 days). All cancellations must be processed via email: accounts@iblitz.co.za or our online portal using the cancellation tab on our website <https://iblitz.co.za>. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
3. If the Service is cancelled within your contract (12 or 24 months) of activation, You will be liable for 85% of what is remaining on your contract. Failure to fulfil these terms will result in iBlitz sending your information to the credit bureau for the remainder of your contract.
4. This Product is charged in advance.
5. Upon termination, you are required to return all equipment to IBLITZ, failing which, IBLITZ will invoice you for its value at the time the termination becomes effective, due as stated on the invoice.

6. Line cancellation is complete only once cancellation fee is paid.

3. Business contract:

1. IBLITZ will cover any activation fee(s) and provide you with a free to use wireless router (which wireless router remains the property of IBLITZ into perpetuity). This offer is subject to 1 (one) address per application and does not include the cost of any Wireless installation for change of addresses, in case which applicable fees will be charged.
2. This Product is charged in advance.
3. If the Service is cancelled within your contract (24 months) of activation. You will be liable for 85% of what is remaining on your contract. Failure to fulfil these terms will result in iBlitz sending your information to the credit bureau for the remainder of your contract.
4. You may terminate the Service Order at any time by giving IBLITZ 1 FULL calendar months' notice (not 30 days). All cancellations must be processed via email: accounts@iblitz.co.za or our online portal using the cancellation tab on our website <https://iblitz.co.za>. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
5. Upon termination, you are required to return all wireless equipment to IBLITZ, failing which, IBLITZ will invoice you for its value at the time the termination becomes effective due as stated on the invoice.
6. Line cancellation is complete only once cancellation fee is paid.

5. Service Terms

1.

1. Unless specified, IBLITZ will provide you with a contended and uncapped access to the Network via a Wireless circuit ("Access Circuit") and the Service Equipment at a IBLITZ Point of Presence ("PoP").
2. Access Circuit: IBLITZ supplies, configures and tests the Access Circuit. Any facilities and extra cabling necessary within the Site are not included in the provision of the Service.
3. IBLITZ provides Internet access by transmitting and delivering IP packets between your computer/s connected on the Network and other networks in accordance with its standard business arrangements with Providers of such other networks.
4. Throughput Rates and IP Access

1. Access to, and across, the IBLITZ IP Network is at the maximum throughput rates set forth in the Service Order. Maximum throughput rates are not guaranteed.
2. Due to the nature of the Internet, IBLITZ can only control IP throughput rates from the user network interface of the Service Equipment to the point of interconnection between the Network and the Internet.
5. IP Addresses: IBLITZ will dynamically assign 1*/29 public IP addresses from IBLITZ allocated blocks obtained from AfriNIC. Any IP address allocated by IBLITZ to you remains the property of IBLITZ and you will have a non-transferable licence to use such addresses for a limited time. The dynamic IP will change on a 24hr basis.
6. Monitoring: IBLITZ monitors the health of the Internet connection by collecting SNMP data at the user network interface on the Service Equipment.
7. Resale of Service: Resale of the Service is not permitted.
8. Accuracy of Your Information: You will provide IBLITZ with accurate and up to date information: (i) when completing the Application; and (ii) when you contact IBLITZ to report a suspected fault and are asked a standard set of structured questions. IBLITZ will not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or Service repair.
9. Maintenance: Scheduled maintenance on the IBLITZ Network will be performed during a standard maintenance window during change control windows from 00:00 – 04:00 (UTC +2), as necessary. IBLITZ reserves the right to perform emergency maintenance without prior notice, but will nonetheless endeavour to provide such notice as is reasonably possible in the circumstances.
10. Security: You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility and IBLITZ will not be held liable for any losses arising out of security breaches of the Services.
11. Disclaimer: IBLITZ will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks.

6. Service Equipment

1.

1. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
2. In the event of failure of the Service Equipment, IBLITZ will repair or replace (at its discretion) the Service Equipment where such failure is covered by the warranty of the original equipment manufacturer.

Where the Service Equipment is replaced, you must return the original Service Equipment to IBLITZ.

3. You accept liability for any costs incurred by IBLITZ as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by your use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by IBLITZ.
4. You shall be held liable for any damage or loss of any terminal equipment (router/ONT/CPE) the cost of which will be obtained directly from the Wireless operator and billed to you.

7. IBLITZ Obligations

1. In performing its obligations under the Agreement, IBLITZ will at all times exercise the reasonable skill and care of a competent provider of internet-related services.
2. IBLITZ will use reasonable endeavours to ensure that each Service will conform to its service terms.
3. With respect to the provision of a Service or otherwise, except as expressly set out in the Agreement, all warranties, representations or undertakings, are excluded.

8. Charges and Payment terms

1. You will pay the Charges to IBLITZ in accordance with this clause.
2. Charges will accrue from the Billing Start Date and will be invoiced by IBLITZ for:
 1. Call Charges;
 2. Once-Off Charges;
 3. Rental Charges and/or Monthly Fees monthly in advance. Service(s) provided for part of a month will be charged on a pro-rata basis.
 4. Billing start date will commence the day of collection or delivery of the IBLITZ WiFi router and equipment installation.
3. Subject to a notice period of 5 Business Days, IBLITZ reserves the right to impose a credit limit on any of its customers as it sees fit.
4. Any invoice for Charges will be due on issue of the invoice and must be paid by way of a EFT against the account details provided by you in the Authority and Mandate.
5. The initial EFT will be for any Once-Off Charges, pro-rata of your first month plus one Monthly Fee in advance.
6. In the event that EFT is not honoured, interest shall accrue on any overdue invoice from the due date until payment at a rate of 2% per month.

7. IBLITZ may immediately suspend the supply of Services to you if you commit any act of insolvency.
8. If Services are suspended in accordance with clause 8.7, the full outstanding balance becomes due and payable immediately including the cancellation notice period.
9. If overdue amounts are paid in full, Services may be re-activated.
10. If you wish to dispute any invoice or part of an invoice falling due you must deliver a notice in writing to accounts@iblitz.co.za setting out the nature of the dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate.
11. Wireless lines that have been suspended for non-payment will be cancelled with the Provider after 30 days, and you shall be notified thereof beforehand. Any reactivation after this 30-day period is at a fee determined by the Wireless network operator.
12. In the event of any non-payment in excess of 30 days, in addition to negatively listing your details with any credit bureau, IBLITZ may submit such overdue amount for collection. Any and all costs incurred as such will be for your account.

9. Your Obligations

1. **You will provide IBLITZ with such facilities and information as IBLITZ may reasonably require to enable it to perform its obligations or exercise its rights under the Agreement.**
2. **You warrant and undertake that you will:**
 1. **use the Service Equipment only for the purpose of receiving the Service;**
 2. **not move, modify, relocate or in any way interfere with the Service Equipment;**
 3. **insure and keep insured all Service Equipment installed at the Customer Site against theft and damage;**
 4. **not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment;**
 5. **upon termination of a Service, return the all the free to use equipment belonging to IBLITZ in terms of the Agreement to IBLITZ.**

10. Service Suspension

1. At its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, IBLITZ may elect to immediately suspend the provision of a Service (or part thereof) if it:

1. has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement for reasons set out in clause 11;
 2. is obliged to comply with an order, instruction or request of a court, government agency, emergency service or other administrative or regulatory authority;
 3. needs to carry out Emergency Works to the Network or Service Equipment;
 4. has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of its Acceptable and/or Fair Use Policies;
2. If IBLITZ exercises its right to suspend the Service (or part thereof) pursuant to 10.2 or 10.3 it will, whenever reasonably practicable, give prior notice of such suspension to you, setting out the reasons for the suspension and the expected duration. IBLITZ will use all reasonable endeavours to resume the Service as soon as is practically possible.
 3. If the Service (or part thereof) is suspended as a consequence of your breach, fault, act or omission, you shall pay to IBLITZ all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
 4. IBLITZ will not be liable for any loss, damage or inconvenience suffered by you as a result of any suspension made pursuant to clause 10.

11. Terms and Termination

1. These General terms take effect in respect of each Service, from the Effective Date of each Service Order.
2. To upgrade any Service package (changing your existing package to a Higher-cost package), you must provide notice to this effect of 1 Full calendar month, otherwise you will be charged the existing package.
3. Either Party may terminate the Agreement (or the relevant Service Order):
 1. You may terminate the Service Order at any time by giving IBLITZ 1 FULL calendar months' notice (not 30 days). All cancellations must be processed via email: accounts@iblitz.co.za or online portal using the cancellation tab on our website <https://iblitz.co.za>. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
 2. immediately by notice if the other Party has committed a material breach which is incapable of remedy;

3. immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 5 Business Days of having been notified of such breach; or
4. immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding 2 months.
4. IBLITZ may terminate the Agreement (or a specific Service Order) immediately by notice if the Service provided for home/personal use and it is being utilised for other or business purposes.
5. Certain Services, like IBLITZ's unlimited voice offering, are solely for personal use and usage for any other purpose would place you in material breach of the Agreement, and IBLITZ reserves its right to immediately cancel the Agreement, suspend Services and have recourse to remedies for breach.
6. If IBLITZ has reasonable grounds to believe that there has been a violation of its Acceptable and/or Fair Use Policies, IBLITZ may notify you and require you to remedy the violation; in the event of an incident involving a violation of public law or regulation or an imminent threat to the Network, immediately; or in all other cases, within 48 hours. If you fail to notify IBLITZ that such a remedy has been effected in accordance with this clause or if IBLITZ reasonably determines that the violation is continuing or is likely to occur again, IBLITZ may terminate this Agreement (or relevant Service) immediately upon notice to you.
7. IBLITZ may terminate the Agreement (or the relevant Service Order) without notice if you fail to make any payment within 30 days of the amount becoming due.
8. Upon termination of the Agreement any accrued Charges not yet invoiced will become due and payable immediately on receipt of an invoice.
9. If the service order is cancelled by the CUSTOMER before the Wireless line is installed, then the customer will be liable for all charges if the application has been accepted.

12. Liability

1. You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under the Agreement is solely limited to the amount paid for such Service(s).
2. IBLITZ and our contractors will not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services.
3. IBLITZ is unable to exercise editorial or other control over any content placed on or accessible through your use of the Services

and IBLITZ will have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.

13. Force Majeure

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of this Agreement (other than for payment obligations as set out herein) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event.

14. Intellectual Property

You acknowledge that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service and/or Service Equipment, will remain the sole property of IBLITZ, its contractors or suppliers.

15. Customer Data and Privacy

1. You acknowledge that IBLITZ and our respective subcontractors will, by virtue of the provision of Services, come into possession of Customer Data.
2. IBLITZ has implemented and maintains appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing.
3. IBLITZ and its respective subcontractors may use or process Customer Data:
 1. in connection with the provision of Services;
 2. to incorporate Customer Data into databases controlled by IBLITZ for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer-use analysis, and
 3. to communicate to you by voice, letter, fax or email regarding products and services of IBLITZ.
4. You may withdraw consent for the use, processing or transfer of Customer Data as set out above by sending a written notice to IBLITZ to such effect, unless it is required to (i) provision, manage account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

17. General

1. No Waiver: Failure or delay by either Party to exercise or enforce any right or benefit conferred by the Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
2. Variation: This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.
3. Entire Agreement: The Agreement (being these General Terms and all terms under active Service Order Forms) sets out the entire agreement between IBLITZ and you, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein.
4. Survival: Termination of this Agreement shall not affect a clause that necessarily or by its context requires survival of these General Terms.
5. Testing over Wi-Fi: The service is a best effort Broadband service, iBlitz endeavours to ensure you are receiving optimal speeds while connected via the Router over LAN cable. The free to use router has Wi-Fi capabilities that delivers the bandwidth to your home over a single band frequency (this being 2.4GHZ) , do bear in mind that Wi-Fi has its limits due to factors that interfere with Wi-Fi which is outside of Iblitz's control.
Should you suspect your line is not stable over a Wireless connection, please conduct a speed test directly over LAN cable and not Wi-Fi, and ensure the following:
 1. Disable all devices connected to the router. This includes, VOIP phones, Tablets, cell phones , smart TVs etc...
 2. Plug the router directly into the provider's CPE or ONT via the LAN/Ethernet cable into your computer (Note your computer CPU usage must not be over utilized when conducting the test).
 3. Please do a speed test www.speedtest.co.za.
 4. Conduct the speed test.