

Terms and Conditions

No-one really likes digging through the small print, but it's essential to have these terms and conditions in place so that everyone is protected. However we'll try and keep them as simple and easy to read as possible.

The purpose of these rules is to protect both you as the customer and us as the service provider. This is the best way to prevent any problems that may disrupt the business relationship between us. If you have any questions regarding any of the points below then please e-mail us at hello@technolutions.co.za and we will clear up any confusion.

We have tried to include everything that could cause a problem. Sometimes the terms of service are changed, so please revisit this page every now and then to keep yourself up to date on any changes that may affect you.

Technolutions will send your computer generated invoices for all services rendered to you. All such invoices and credit notes will be sent to you via e-mail.

Connectivity and Data Centre VPS Terms of Use

General

These terms and conditions govern the use of all of the Technolutions connectivity services or any products that are accompanied by connectivity services. Technolutions offers both capped and uncapped fibre services - please visit our website and go to our connectivity page for more information so that you can decide which product best fits your needs.

Your contract with Technolutions is a legally binding document by which you agree to make use of our services in terms of the conditions of this Agreement.

You (the customer) or someone specifically appointed by you (the customer's agent) must certify that you or the agent is above the age of 18 years, has full contractual capacity and is duly authorised by you as the Applicant to contract on your behalf.

Applicable Documents

The following legal provisions apply to the provision of the Technolutions services and are binding on any subscriber to such service:

Service availability and confirmation of service availability

There must be fibre feasibility in our area of work or stay in order to subscribe to our fibre service. It's best to confirm the availability on e-mail to availlability@o-it.co.za. Service availability to any applicant is further subject to:

- Any credit checks which Technolutions may, in its sole discretion, choose to carry out. For this purpose the applicant hereby authorizes Technolutions to conduct credit checks and provide relevant information to any credit bureau as may be required for this purpose; and
- The applicant must comply with RICA customer registration requirements.

Payment and payment terms

Service fees are payable to Technolutions monthly in advance through a debit order.

Payment is due on the last working day of each and every calendar month. Billing will begin on the date on which service provision starts.

Term and termination

Technolutions only operates month-to-month contracts for FTTH, (Fibre to the Home), otherwise stated 1 or 2 year contracts to FTTB, (Fibre to the Business). FTTH which may be cancelled on receipt of a written notice 7 days before the termination date which will be the end of the month.

Technolutions reserves the right to terminate this Agreement and any service provision to a customer where there is a breach of these Terms of Use. The company nevertheless undertakes to act in a reasonable manner in undertaking any such course of action.

Bandwidth top-ups

When subscribers have used up the bandwidth they have purchased for the month or when they reach the limit of their fixed cap, they will be hard-capped. This means that users will have no further access to the internet, additional bandwidth can be purchased at <http://fibre.technolutions.co.za> even when capped and billed in arrears for the additional bandwidth.

Public IP's

All accounts are enabled with our Public IP's /30 and if any additional IP Addresses are required they can be purchased.

Uncapped Fibre - Fair Use Policy

Technolutions utilize throttling to control access speeds once you have exceeded downloading more than 2TB on these services.

Technolutions reserves the right to alter the controls of its Uncapped Fibre services while retaining its uncapped nature.

Usage Monitoring

Technolutions' monitors subscribers' bandwidth usage in order to ensure that bandwidth limitations are not exceeded. This monitoring is subject to the nature of the Fibre services CPE connection to our network.

Technolutions further reserves the right to take any necessary measures to monitor and calculate usage effectively, including terminating subscriber DSL sessions by remote means.

If a subscriber exceeds the pre-purchased bandwidth or fixed cap then:

Technolutions, at its sole discretion, may allow a degree of over usage. Any such over usage allowance is a discretionary indulgence on the part of the company and shall not in any manner constitute a waiver or relaxation of the company's rights to enforce the hard cap.

Technolutions may, at its sole discretion, recover the cost of the over usage from the subscriber's fixed cap for the next month or from the next top-up purchased.

Technolutions also monitors its systems for performance and accounting purposes. The information which the company garners through these mechanisms may be used to ensure that users are complying with the Terms of Use and Acceptable Usage Policy.

Subscriber usage management

Subscribers can manage their usage proactively to avoid being prematurely hard capped, as well as check their bandwidth usage by logging in to the Technolutions Usage Portal website <http://fibre.technolutions.co.za>

Disclaimer and Limitation of Liability

Technolutions accepts no liability for any loss or damage to the customer's property or equipment arising out of the provision, installation or maintenance of their Fibre service.

APPLICATION FOR, USE OF AND SUBSCRIPTION TO THIS SERVICE ARE AT THE SOLE RISK OF THE SUBSCRIBER OR APPLICANT.

Subscribers are solely responsible for all actions or internet activities that are authenticated by credentials (passwords or other information) associated with their account(s). Technolutions advises clients to change their passwords regularly to avoid any security problems. The company accepts no liability for any loss or damage suffered by subscribers through the use or misuse of their passwords or other authentication credentials.

- The provision of upstream and network services by third-party providers;
- Fibre Feasibility/Network availability;
- Distance of the customer's premises to the closest fibre man hole.
- Technolutions reserves the right to refuse fibre service based on network, domain and/or equipment identifiers.

TECHNOLUTIONS WILL NOT BE LIABLE TO THE SUBSCRIBER OR TO ANY THIRD PARTY IN RESPECT OF ALL AND ANY DAMAGES, LOSS, CLAIMS OR COSTS, OF WHATEVER NATURE AND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, SUFFERED BY THE SUBSCRIBER OR THIRD PARTY, HOWEVER THESE ARISE.

Indemnity

THE CUSTOMER INDEMNIFIES AND HOLDS HARMLESS TECHNOLUTIONS IN RESPECT OF ANY DAMAGES, LOSS OR COSTS OR CLAIMS INSTITUTED AGAINST TECHNOLUTIONS ARISING FROM ANY APPLICATION OR SUBSCRIPTION TO OR USE OF THE SERVICE OR BREACH OF THE TERMS AND CONDITIONS APPLICABLE TO IT.

"Best effort" service

At present Telkom only offers DSL access services as a "best effort" service, Technolutions' DSL service is likewise also a "best effort" service. Technolutions provides no guarantees or warranties whatsoever on throughput speed or any other aspect of the service. This includes but is not limited to warranties in respect of merchantability, non-infringement of third party rights, and freedom from errors or interruptions or availability, other than those warranties that are specified in these terms and conditions.

Due to the fact that Telkom (or other telephony providers) cannot guarantee bandwidth speed when subscribers access the Internet over a DSL access line, likewise Technolutions can also not provide such a guarantee.

DSL is a means to access the Internet and so remains subject to any bandwidth related constraints which may apply in the environment of the World Wide Web (WWW).

Service Level Agreement (SLA)

Technolutions can tailor a SLA to suit your company's needs. The benefits of a service level agreement are:

- Guaranteed turnaround times
- Reduced hourly rates
- Remote and onsite support
- Good IT infrastructure maintenance, (proactive rather than reactive support)
- Peace of mind that support is always available when required
- Remote system monitoring

Contention ratios

The contention ratio (i.e. the number of users sharing a fibre line) fluctuates as the service grows and more customers and infrastructure are added. The more users there are on the line, the slower the speed at which data travels over that connection. Users should choose an ISP based on the lowest contention ratio on offer in order to maximise their connection speed. Our contention ratio is 10:1 and where possible we try adhering to this.

Repairs

Technolutions assumes that DSL service provision to a subscriber is in good working order until such time as the subscriber advises Technolutions Support of any problems or service interruptions.

Any faults or service interruption should be reported by e-mailing outage@o-it.co.za or by calling the Technolutions Client Services during office hours on 021 286 0446.

Depending on the circumstances of the service interruption and nature of the repairs required, either Technolutions or your telephony provider will be responsible for fixing the service. Repairs will optimally occur during office hours and the relevant service provider will strive to restore the DSL service in the shortest possible time.

If either Technolutions or the telephony provider ascertains that the fault reported by the subscriber was caused by subscriber equipment which is not covered by a maintenance agreement, the subscriber will be liable for payment of the relevant call-out charge.

Service credit

The subscriber is entitled to a credit on the rental amount of the service for the duration of the interruption on a pro-rata basis. However this only applies if the ADSL service has been completely unavailable for a continuous period of at least twenty four (24) hours. The credit excludes the line rental for the twenty four (24) hour period.

The calculation of time periods for the purpose of determining any credit for service interruption will only begin at the time when the fault is reported to Technolutions Support. The credit will only be passed on request.

Cancellations

To cancel a service, a subscriber must give Technolutions written notice no later than one calendar month before termination is required. Such notice will take effect on the first day of the month immediately following the end of the notice period.

Amendments

It is important to note that these terms and conditions are subject to change, due to a variety of factors. Subscribers must agree to revisit these terms and conditions regularly to check for updates. Technolutions will highlight any changes that have been made.

Where changes to tariffs or the terms and conditions of service are made, the subscriber will be deemed to have agreed to the amended tariff or terms and conditions if they continue to use the service. In the event that a subscriber does not agree with any amendment they should cease using the service and contact Technolutions.

Technolutions Domain and Hosting Services Terms of Use

Introduction

These terms and conditions govern the use of the Technolutions' domain registration and hosting services. By entering into a contract with Technolutions for the specified services you will be legally bound by the agreement and must comply with the provisions listed therein.

The customer or the customer's agent certifies that he/she is above the age of 18 years, has full contractual capacity and is duly authorised by the customer to contract on the customer's behalf.

Domain Registration

Technolutions registers Internet domains through the relevant governing bodies and hosts websites and related data on the Technolutionsserver(s) on behalf of its clients. These terms and conditions apply to the use and registration of domain names and the web hosting services which Technolutions provides.

Initial Set-up fees are non-refundable. Domain Name Registration fees are a once-off payment, but are subject to annual renewal charges.

Cancellation

Should you wish to cancel any Domain Registration or Web Hosting, you must submit your request in writing to Technolutions one calendar month (30 days) before the date of termination.

Technolutions reserves the right to alter its pricing structure at any time, but undertakes to give reasonable notice to subscribers of any such changes. Technolutions may cease offering certain web hosting package

types; however, if this occurs the company will then either provide the web hosting service for the remainder of the period that has been paid for or refund the amount paid for that specific package.

Payment and payment terms

The amounts due to Technolutions for the first month of service will be calculated on a pro-rata basis from the date of signature to the end of that month and will then be added to the first debit at the end of the following month. The client undertakes to ensure that there are sufficient funds in the account from which the debit order is taken to cover such amount.

If a debit order amount is recalled because of incorrect information supplied by client or because there are insufficient funds in the account to cover the amount, Technolutions will immediately suspend its hosting services for the client's domain.

If a website hosting service is suspended because of non-payment, a reconnection fee of R150.00 will be payable in order for access to the site to be restored.

Technolutions may register a customer's account with a credit bureau along with the payment records of that account.

Liability for registration and use of domain names

Technolutions does not conduct pre-registration searches concerning the customer's use and registration of its selected domain name/s. The company is therefore not obliged to either advise the client about possible conflicting third party rights or to take steps to prevent possible disputes arising from a third party's intellectual property or other rights pertaining to that domain name.

If the use or registration of the domain name by the customer does not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right, then that customer has the right to use the domain name.

Technolutions cannot act as an arbiter of disputes arising out of the registration and use of domain names. The client must acknowledge that Technolutions may be presented with evidence that a domain name registered by the client violates the rights of a third party. If this occurs then Technolutions may provide a complainant with the client's name and address. All further communication will exclude Technolutions and Technolutions will have no further obligations to the customer with regard to the matter. In this case the client will be entitled to continue using the domain name in question until a court or other body with jurisdiction gives instructions to terminate the hosting of that domain.

Hosting services

Technolutions SMTP mail services by default with any hosting packages. These are available on request at an additional charge.

Technolutions reserves the right to suggest suitable mail service alternatives to the client and / or levy charges for excessive traffic as it deems appropriate and at its sole discretion.

Technolutions reserves the right to suggest suitable alternatives to the customer for excessive Web Server Processor usage as it deems appropriate and at its sole discretion.

Technolutions reserves the right (but does not assume any obligation) to inspect the contents of data that the customer transmits, receives or stores on an Technolutions server to ensure compliance with this Agreement or any applicable laws regulations or codes of practice.

Disclaimers, Limitations and Indemnities

Technolutions will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of, or which may be attributable, directly or indirectly, to the use and/or registration of the client's selected domain names/s OR ANY ACTION TAKEN BY TECHNOLUTIONS IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The Customer hereby indemnifies and holds harmless Technolutions against any loss whatsoever arising from any dispute or claim or other action occasioned by the client's use and registration of its selected domain name, even if Technolutions has been advised of the possibility of such damages.

Technolutions will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Neither Technolutions nor its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Technolutions' server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Technolutions server service, unless otherwise expressly stated in this Agreement.

Technolutions expressly limits its liability to the client for any period of non-accessibility or other down time to the pro-rata monthly charge during the period of system unavailability. Technolutions specifically repudiates any responsibilities for any damages arising as a consequence of such unavailability.

Technolutions is not responsible for any network and firewall measures taken by third parties to block access to services which Technolutions provides. If a client's network is set up in such a manner so as to block certain ports or web addresses that compromise the services which Technolutions provides, it is then the responsibility of the client to ensure that the network configuration is changed to rectify the situation.

Use at the client's own risk

Technolutions will exercise no control whatsoever over the content of the material hosted on, or the information passing through the Technolutions network and in no way moderates such content.

The client expressly agrees that use of Technolutions' server(s) and services are at their own sole risk.

Technolutions is not responsible for files and/or data residing on the client's account. The client agrees to take full responsibility for any transfers of files and data and to maintain all appropriate backup of files and data stored on the Technolutions web servers, including e-mail, databases and site content.

Refusal of services based on network, domain and/or equipment identifiers

Technolutions reserves the right to refuse domain and hosting services based on network, domain and/or equipment identifiers.

Termination

Should the client breach of any of the terms and conditions contained herein, including but not specifically limited to the terms of payment, Technolutions has the right (at its sole discretion) to demand immediate payment of the full amount owed and demand compliance forthwith with all the terms and conditions. Alternatively the company may elect to terminate the agreement and services forthwith, in either instance without in any way derogating from any common law, contractual and or delictual rights which Technolutions may have.

Technolutions reserves the right to suspend or terminate the service of any customer that does not comply with the terms and conditions, Acceptable Use Policy, Acceptable Hosting Policy or any other contractual obligations.

General provisions

The client confirms that all statements made in this application are true and correct. Technolutions reserves the right to request proof thereof.

Any disputes arising in relation to this application or the supporting documents shall be governed by the applicable laws of the Republic of South Africa.

Any form of abuse of Technolutions' staff will result in suspension or termination of services, irrespective of the form and medium of this abuse.

In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Technolutions reserves the right to remove any content hosted by that member which it considers illegal or for which it has received a take-down notice.