

IGNITE TERMS AND CONDITIONS - BROADBAND INTERNET ACCESS

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

1. Definitions

1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

1.2 Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto:

1.2.1 "Agreement" means these terms and conditions, as amended from time to time;

1.2.2 "Application Form" means the contract that contains the service description and details that the Customer has agreed to procure from IS Ignite;

1.2.3 "CPE" means any the network termination device provided by IS Ignite as part of the BIA service;

1.2.3 "Line Speed Limit" means the highest speed achievable using the IS Ignite BIA service, based on the option selected by the Client in the Application Form.

2. Product Description

2.1. The Broadband Internet Access (BIA) service shall provide the Client with access to the internet. Such access is gained via a dedicated permanent line provided by Ignite, utilising symmetrical technology to connect to IS Ignite managed infrastructure.

2.2 The BIA service is a broadband service in that the internet breakout network is shared, which provides the Client with a business grade internet connection.

2.3. A single breakout to the internet shall be provided per site. This means that the BIA service cannot be shared by various sites.

2.4 Different BIA service Line Speed Limit options is available and is specified in the Application Form;

2.4.2. Insofar as the Line Speed Limit for BIA is concerned, no limit will be applied each month to the amount of data which a Client may download (always subject however to the provisions of the IS Ignite AUP, as specified on the Ignite website.

3. Duration and Effective Date

3.1. For purposes of the BIA service, and notwithstanding anything to the contrary in the General Terms and Conditions, the provision of the IS Ignite Broadband Internet Access shall be deemed to have commenced upon configuration of the Client CPE by IS Ignite, irrespective of whether or not Client has activated the CPE. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the Effective Date.

3.2. If at any time during the currency of the Agreement, the Client upgrades the IS Ignite Broadband Internet Access, then the Effective Date in respect of the IS Ignite Broadband Internet Access as upgraded, shall be the date when the upgraded Service first commences.

3.3. The IS Ignite Broadband Internet Access shall endure for the Initial Period as specified in the Application Form, commencing on and with effect from the Effective Date.

3.4. Either party hereto shall be entitled to terminate this Service by way of 1 calendar month prior written notice of termination to be effective at the end of the Initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods of 1 (one) month, subject to 1 (one) calendar month prior written notice of termination effective at the end of the then-current 1 (one) month period.

4. Fees and Charges

Client shall pay the fees as specified in the Application Form hereto in accordance with the payment terms as stipulated in the IS Ignite General Terms and Conditions.

5. Ownership

IS Ignite shall at all times be and remain the owner of the CPE and nothing in this Schedule shall be construed so as to confer any rights or interest therein to Client other than as a hirer of such CPE.

6. Return of CPE

On termination of this Agreement in the manner envisaged in clause 3 of this Schedule, or in any other circumstances, Client shall forthwith return the CPE to IS Ignite in the same condition as of the Effective Date, fair wear and tear accepted.

7. Risk

All risk of loss and/or destruction of the CPE shall be retained by Client at all times. Client shall be responsible for ensuring the safety of the CPE and shall ensure that the CPE is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement costs of the CPE in the event of any loss or destruction thereof.

8. Operation of CPE

8.1. IS Ignite shall at all times operate and maintain the router, and Client shall permit IS Ignite to have access to the CPE at all reasonable times for purposes of such operation and maintenance as well as to inspect the state and condition of the CPE when necessary.

8.2. Client shall not have access to the CPE configuration and shall not modify or attempt to modify the CPE configuration.

8.3. Notwithstanding that the CPE may have incorporated into it wireless and/or firewall and/or VPN functionality (hereinafter "Additional Functionality"), IS Ignite will not in any circumstances activate or support such Additional Functionality. The prohibition in clause 7.2 above in respect of Client modification of CPE configuration shall also apply to activation of the additional functionality, which modification is likewise prohibited to Client.