



**Zomerlust
Systems
Design**

(CK1997/001363/23) trading as ZSD

Unit D11,
Clareview Business Park
236 Lansdowne Rd

info@zsd.co.za
<http://www.zsd.co.za>

P.O. Box 46827
Glosderry, 7702
South Africa

☎ +27-21-683-1388
📠 +27-21-674-1106

Frogfoot/Wondernet Fibre to the Home Service Order

Service Name: Frogfoot/Wondernet Fibre to the Home

Date of issue: 2 April 2024

Description: Fibre to the Home service, over Frogfoot and Wondernet Infrastructure.

Includes installation of link from existing street reticulation into residential premises. Provision of the service is subject to acceptance of the order by infrastructure providers. Additional fees may apply if over 30m of cabling are required.

The service is provided on a month to month contract basis. There is no installation charge. However there is an early termination charge if the service is cancelled within 12 months.

A free to use FTTH wifi router can be supplied with the service, this must be returned when the line is cancelled. Alternately the client can use their own FTTH router or firewall.

The service is uncapped. There is no planned “Contention Policy” or “Fair Use Policy”.

Installation time is typically 14 to 60 days.

A single publicly routed dynamic IP is provided for the client's router.

The service is provided in collaboration with Wondernet and is subject to their terms and conditions as outlined below. The service is provided over Frogfoot and other provider's infrastructure.

Service Options:

ZSD Service Code	Max download speed	Max upload speed	Monthly Cost (inc VAT)			Mark speed to order
			Payment via Debit Order	Monthly on Invoice	Annually in advance	
WFf60/30	60 Mbit/s	30 Mbit/s	R 755 pm	R 815 pm	R 9,060 pa	
WFf60/60	60 Mbit/s	60 Mbit/s	R 863 pm	R 932 pm	R 10,356 pa	
WFf120/60	120 Mbit/s	60 Mbit/s	R 895 pm	R 967 pm	R 10,740 pa	
WFf120/120	120 Mbit/s	120 Mbit/s	R 971 pm	R 1,049 pm	R 11,652 pa	
WFf240/120	240 Mbit/s	120 Mbit/s	R 1,057 pm	R 1,142 pm	R 12,684 pa	
WFf240/240	240 Mbit/s	240 Mbit/s	R 1,295 pm	R 1,399 pm	poa	
WFf400/200	400 Mbit/s	200 Mbit/s	R 1,414 pm	R 1,527 pm	poa	
WFf1G/500	1000 Mbit/s	500 Mbit/s	R 1,673 pm	R 1,807 pm	poa	
WFf1G/1G	1000 Mbit/s	1000 Mbit/s	R 1,727 pm	R 1,865 pm		

Pre-Installation Questionnaire:

Is there currently a fibre line installed on site (Yes/No)	
If yes, what is the circuit number?	
Is this a migration away from another service provider (Yes/No)	
If yes, which service provider?	

Installation Site Details:

Occupant Name										
On site Contact Person		Primary Contact				Alternate Contact				
	Name									
	Phone									
	Cell									
	E-mail									
GPS Co-Ordinates										
Street	Number		Name							
Suburb										
City										
Complex or House	Name						Unit Number			

Landlord Details (if applicable):

Landlord or Managing Agent	Name					
	Phone					
	Cell					
	E-mail					
	Signature of approval				Date	

_____ Initial

Customer Details:

ZSD Customer Reference *	
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***Complete Separate Application Form if entity to be invoiced is not an existing ZSD customer.**

Contract Acceptance (see terms below):

Signed at (place)	
By (Name, printed)	
Designation	
Signature	
Date	

Documents to be attached for Rica purposes:

- Copy of Identity document of above
- Proof of residence of above

Contract Terms:**1. Timing of Installation and Cancellation of Existing Services:**

- 1.1. ZSD will advise of the forecast service delivery date to the best of its ability, but time lines are estimated.
- 1.2. Cancellation of existing services is the customer's responsibility and ZSD cannot delay provision of its service or billing due to the existing service provider's termination notice period or other termination requirements.
- 1.3. ZSD cannot be held responsible for no services due to cancellation of existing services being done prior to the ZSD service being delivered.

2. Standard Terms:

- 2.1. ZSD Standard Terms, including definitions and rules of interpretation contained in it will apply to this service, except where stated otherwise in this document.
- 2.2. ZSD uses an upstream Supplier to provide the Services to the Customer, and can terminate this Agreement immediately if its agreement with that upstream Supplier is terminated.
- 2.3. The service is also subject to a back to back contract with Wondernet. Thus Wondernet Terms, as published on their websites from time to time are applicable. For convenience, these are referenced below:
 - 2.3.1. https://wondernet.co.za/legal/SEACOM_Western_Cape_Standard_Terms_&_Conditions.pdf
 - 2.3.2. https://wondernet.co.za/legal/SEACOM_Western_Cape_Privacy_Policy.pdf
 - 2.3.3. https://wondernet.co.za/legal/SEACOM_Western_Cape_Broadband_Service_Terms.pdf
 - 2.3.4. <https://wondernet.co.za/legal/SEACOM-Western-Cape-Acceptable-Use-Policy.pdf>

_____ Initial

3. Last Mile Fibre

- 3.1. ZSD and/or Wondernet must procure at its cost that a fibre optic cable is installed to the Premises and maintained by a reputable and licensed Electronic Communications Network Service Provider.
- 3.2. The Customer acknowledges that commencement of provision of the Services will be delayed pending the installation of such fibre optic cable, which delay will be affected by inter alia wayleave application delays, obtaining landlord consent and the planning and approval of the route build.
- 3.3. While ZSD will not charge Fees before the commencement of the Service provision, the Customer may not terminate this Agreement pending the completion of the installation of the fibre optic cable.

4. Contract Duration

- 4.1. The Service can be cancelled one calendar month after receipt of written notice.
- 4.2. If the Customer cancels within the first 12 (twelve) months of the Service, a R 2,400 (two Thousand Four Hundred Rand) pro-rata early cancellation fee will be due and payable within 30 (thirty) days of termination to cover installation costs. i.e. (R 2400 / 12) multiplied by months outstanding.
- 4.3. Service reactivation fees will apply for all previously cancelled services that need to be reactivated after service cancellation requests has taken effect
- 4.4. ZSD and/or Wondernet use an upstream Supplier to provide the Services to the Customer, and can terminate this Agreement immediately if its agreement with that upstream Supplier is terminated.

5. Fees

- 5.1. Customer must pay the Fees as specified in this Service Order.
- 5.2. Different tariffs are quoted for the supply of this service on payment terms of, payment via debit order basis, payment annually, or payment on a monthly invoice.
- 5.3. In the event that a debit order is returned unpaid, the service will automatically be suspended at the end of the calendar month in which the debit order was returned unpaid, unless the required payment as specified in ZSD's Standard Terms is received by ZSD and processed in time to allow the pending suspension to be reset.
- 5.4. If payment is made annually in advance, the service will be automatically suspended at the end of the pre-paid period. Payment for the subsequent year must be received at least 15 days before the end of this period to allow the pending suspension to be reset in time to ensure continuity of service.

6. Service Feasibility

- 6.1. ZSD and/or Wondernet cannot guarantee the provision of the requested Service upon the receipt of an order. Provision of the Service is subject to ZSD and/or Wondernet confirming that it is technically feasible to do so. The Customer will be formally notified after receipt of an order on whether or not the Service can be provided.
- 6.2. If the requirements of the clause above are not met, the Agreement will terminate, and no liability will attach to ZSD and/or Wondernet for any loss suffered by the Customer as a result.

7. Equipment

- 7.1. Further to the provisions of the Wondernet and ZSD Standard Terms dealing with Equipment, the Parties expressly agree as follows:
 - 7.1.1. Wondernet will at all times be and remain the owner of the CPE, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the CPE to the Customer other than as the lessee of the CPE.
 - 7.1.2. On termination of this Agreement, the Customer must forthwith return the CPE to ZSD

and/or Wondernet in the same condition as that in which it was delivered to the Customer, fair wear and tear excepted.

- 7.1.3. Customer will not have access to the CPE configuration and may not change or attempt to change the CPE configuration.
- 7.1.4. In the event that there is a breakdown or malfunction of the CPE, Wondernet will at its own cost effect repairs in accordance with the manufacturers specifications.
- 7.1.5. The Customer will be responsible for any relocation of the CPE, but must give ZSD and/or Wondernet reasonable written notice prior to relocating any CPE.

8. Service Levels

- 8.1. ZSD and/or Wondernet can only provide and maintain the Service on a “reasonable effort” basis and makes no warranties as regards quality of the Service, including data throughput and availability of the Service, subject to the service levels set out in the Service Level Agreement, if applicable.
- 8.2. ZSD and Wondernet makes use of upstream providers (including Electronic Communications Network Service Providers) to itself provide the Service, and consequently service levels are subject to the performance of such upstream providers. The Customer further acknowledges and agrees that ZSD and/or Wondernet will not be liable for any failure to provide the Services as a result of such service providers failing to provide the services to ZSD and/or Wondernet.
- 8.3. The Service provides access to the internet, which is subject to bandwidth constraints, system failures and all manner of other factors that may impact on the Customer’s access, for which ZSD and Wondernet accept no responsibility.

9. Support

- 9.1. The Customer will be responsible for reporting faults in the Service to ZSD.
- 9.2. ZSD will provide support for the Service during Business Hours either telephonically or as per the ZSD Website, and will resolve faults relating to the ZSD System on a reasonable effort basis.
- 9.3. For the avoidance of doubt, support will not include anything which is out of the reasonable control of ZSD including without limitation:
 - 9.3.1. faults in the Customer's hardware such as its computer or modem;
 - 9.3.2. faults in ZSD's service providers’ networks or equipment.
- 9.4. Should the fault lie with another party, ZSD will make reasonable efforts to advise that other party of the fault.
- 9.5. Should ZSD attend at the Customer’s premises to repair a fault and find that the fault is not the responsibility of ZSD, it will charge the Customer at its Time and Materials Rate for the time so spent.