



**Zomerlust
Systems
Design**

(CK1997/001363/23) trading as ZSD

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Service Specification Sheet

Service Name: Openserve ADSL Uncapped Data

Date of issue: 30 August 2021

Description: Bandwidth Account, with dynamic IP address, designated for use on an Openserve ADSL account. A fixed monthly fee is payable, irrespective of bandwidth usage.

An E-Mail Box is included as a bundled service at no charge, with every Uncapped data account. This is as described on the separate E-Mail Box Service Specification Sheet.

These accounts are optimised for home users. They have Fair Usage Policies which allocate a specified amount of data. After that threshold has been reached, the speed of the service will be throttled at peak times. These accounts allow users with moderate bandwidth usage patterns to operate at up to full line speed for a fixed monthly cost.

Pricing:

ZSD Service Code	Max download Speed	Prices (Including VAT)		
		Payment via Debit Order	Monthly on Invoice	Annually in advance
ADSLub4	4 Mbit/sec	R 125 pm	R 135 pm	R 1500 pa
ADSLub10	10 Mbit/sec	R 145 pm	R 155 pm	R 1740 pa
ADSLub20	20 Mbit/sec	R 275 pm	R 290 pm	R 3300 pa
ADSLub40	40 Mbit/sec	R 335 pm	R 355 pm	R 4020 pa

Support Information:

Usage Statistics: <http://awa.zsd.co.za/>

SMTP Relay server: smtp-awa.zsd.co.za

DNS Servers: It is recommended that the client software is used to configure DNS servers automatically. (In the event that this is not possible please contact ZSD for IP addresses of suitable DNS servers).

Service Conditions:

1. Service Limitations:

- 1.1. The account is designed for use from a single location over a single FTTH or ADSL line.
- 1.2. Only one concurrent login at a time is allowed on this service. If a second connection is made with a valid username and password, the first session will be terminated automatically. This will result in instability if the username and password is programmed into two devices at different locations.
- 1.3. The service can be locked to a single Openserve line to prevent authentication from any other Openserve line. This is an optional feature to help users manage their account.
- 1.4. The service is provided with a publicly addressable IP address from a predefined range. That address may change from time to time when a new PPPoE session is established.

2. Service speed:

- 2.1. The above indicated speeds are the maximum download speed allowed by ZSD.
- 2.2. In order to achieve these speeds the account should be used on an ADSL or FTTH line running at the same or higher speed.
- 2.3. Upload speeds will be slower as ADSL and FTTH lines are “asynchronous” service designed to allow download at faster speeds than uploading.
- 2.4. The upstream infrastructure is shared by multiple users. The speed of the Service will fluctuate depending the number of active users at any given moment. This will depend upon the time of day and other factors. The Customer accepts that due to this the throughput on the Service will rarely reach the maximum theoretical level.
- 2.5. Selective shaping and throttling will be applied to ensure all users enjoy a reasonable service, within the available network capacity and network load at any given time.

3. Bandwidth Usage Policy

- 3.1. ZSD will monitor the Customer's usage of the Service. ZSD will take the steps necessary to monitor usage, as determined by the nature of DSL technology. These steps include without limitation periodically terminating the Customer's PPPoE session in order to take a measurement, and remotely terminating such sessions.
- 3.2. ZSD will make available to the Customer, either directly or through its partners, a website that will allow the Customer to monitor usage of the Service, but the Parties agree that

this is a complimentary offering and ZSD will not be liable for any damages arising from any statement of the Customer's data usage on such website.

- 3.3. A Fair Usage Policy is applied, as described below and users cannot expect an infinite amount of bandwidth to be provided.

4. Fair Usage Policy

- 4.1. The "Fair Usage Policy" (FUP) is designed to prevent the quality of service that most users enjoy from being negatively effected by a small percentage of users who have very high usage patterns.
- 4.2. These accounts have a Fair Usage Policy with a defined "Soft Cap" limit. Once bandwidth usage, based on a 30 day rolling average, exceeds the Soft Cap, the FUP will be applied.
- 4.3. While the FUP is active, the account will be restricted to slower speeds, during peak times.
- 4.4. Bandwidth consumed between midnight and 6AM is excluded from FUP usage calculation.

5. ADSL/FTTH Line Rental and Modem Requirements:

- 5.1. The customer must rent an ADSL or FTTH line service linked to Openserve, South Africa's network in order to use this service.
- 5.2. The customer may contract for this service from ZSD via a separate service contract, or via another provider.
- 5.3. All obligations and charges of this service will remain in force, if the customer fails to obtain the above ADSL/FTTH line service, or if that service becomes unavailable. Even if that service is provided by ZSD in terms of a separate service contract.
- 5.4. The customer must also provide an ADSL or FTTH device to use this service. This may purchased from ZSD as a separate sales transaction.
- 5.5. Please note section 2.2 above with regards to required ADSL/FTTH line speed.

6. Commercial Terms:

- 6.1. ZSD Standard Terms, including definitions and rules of interpretation contained in it will apply to this service, except where stated otherwise in this document.
- 6.2. The Service will be provided indefinitely until terminated as per the Standard Terms or as per this document.
 - 6.2.1. The service will be invoiced in whole calendar months only. If a new account is opened in the middle of the month, pro-rata fees will be invoiced for the initial period.
 - 6.2.2. The Customer must provide one calendar months notice of cancellation to discontinue the service.
- 6.3. 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.
- 6.4. Payment terms are as specified in ZSD Standard Terms. However the following will apply specifically to this service:
 - 6.4.1. 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.
 - 6.4.2. In the event that a debit order is returned unpaid, the service will automatically be suspended by a computer program 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.
 - 6.4.3. If payment is made annually in advance, the service will be automatically suspended by computer program 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.

7. Service Levels:

- 8. ZSD makes use of upstream providers to itself provide the Service, and consequently service levels are subject to the performance of such upstream providers.
- 8.1. Other factors may also impact the quality of the Service, including network availability, distance of the Customer's location to the local exchange, line copper quality and line sync speed limitations.
- 8.2. The Service provides access to the internet, which is subject to bandwidth constraints, system failures and all manner of other factors, out of ZSD's control, that may impact on the Customer's access.
- 8.3. As a result of the above, ZSD can only provide the Service on a "reasonable effort" basis and makes no warranties as regards to quality of the Service, including data throughput and availability of the Service.

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.
 - 9.2.1. For the avoidance of doubt, support will not include anything which is out of the reasonable control of ZSD including without limitation:
 - 9.2.2. faults in the Customer's hardware such as its computer or modem;
 - 9.2.3. faults with the Customer's telecommunication service provider's system or equipment; and
 - 9.2.4. faults in ZSD's service providers' networks or equipment.
- 9.3. Should the fault lie with another party, ZSD will make reasonable efforts to advise that other party of the fault.
- 9.4. 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.