



Terms and Conditions

Yutiliti's service is subject to the following terms and conditions.

Technical and Service Support

- This a limited support service and therefore Yutiliti support is limited to connectivity related matters only and ends at the Wi-Fi router supplied by Yutiliti.
- Yutiliti support hours for the following products are:

Product	Product Description	Service Level	Hours
20 MBS (Home)	Uncapped, Symmetrical	Best Effort	8 am – 5 pm (Monday - Friday)
100 MBS (Home)	Uncapped, Symmetrical	Best Effort	8 am – 5 pm (Monday - Friday)
10 MBS (Business Lite)	Uncapped, Symmetrical	Best Effort	8 am – 5 pm (Monday - Friday)
50 MBS (Business)	Uncapped, Symmetrical	SLA (Dedicated)	8 am – 5 pm (Monday – Friday)

- Yutiliti does not take responsibility for the performance of any network devices and/or connection equipment, including Wi-Fi routers not supplied by us. Any support and related costs for non-Yutiliti Wi-Fi routers, network devices or connection equipment is the responsibility of the client.
- Support channels and contact details are: support@yutiliti.co.za
- Fault reporting: Any faults or service interruption should be reported via email.
- Response time: Yutiliti will attend to faults during office hours and will endeavor to have services restored in the shortest time possible. Issues relating to fibre networks may take longer.
- Routers: Routers plugged into the ONT must be configured in “Router” mode and not “Bridge” mode. Routers in “Bridge” mode may be disconnected.
- Yutility Routers are pre-configured with the correct settings for the provisioning of services. Call out fees will be applicable in the event where the client tampers with the router settings in any way that necessitates Yutility to do a site visit in order to re-set the router. Please note that a call out fee of R 850 per hour (Incl VAT) will be applicable.
- Good working order: Yutiliti will be entitled to assume that the fibre line provisioned to a client is in good working order until such time as the client advises Yutiliti of any problems or service breaks.
- Call out fees: If it is determined that the fault reported was caused by the client then the client will be liable for payment of any applicable call out fees and costs to repair the fault.

Availability of Services

- Connection and service delivery is only available within areas that are live.
- Any service ordered from Yutiliti in areas that are not live will be put on hold until such time that delivery is possible.
- Yutiliti will not charge/run debit orders in cases where orders are placed in areas that are not live yet.
- Services ordered which requires installation from the road into any kind of complex/building (residential/business) are subject to an approval process from Lightstruck by the Governing Entity (Home Owners Association/Body Corporate, Trustees/Directors/Managing Agent).

Wi-Fi Performance

- Wi-Fi performance: Yutiliti cannot take responsibility for any network devices on the client's premise. Wi-Fi performance can be unpredictable in certain environments due to noisy radio frequency (RF) environments, building design/materials and interference from other Wi-Fi devices.
- All matters relating to Wi-Fi performance, slow laptops, faulty printers or corrupt software fall outside of the Yutiliti's scope of support and the client will need to contact a third party to resolve these matters at client's cost.

Installation, Fees and Bespoke Builds

- Our standard installation is free of charge to the client`.
- The installation includes an ONT (Optical Network Terminal), a drop cable, a Wi-Fi router, network related equipment and labour.
- In order to prevent damage to the ONT or fibre cables, you agree to the ONT being wall mounted according to Lightstruck standards.
- The Wi-Fi router is provided by Yutiliti and all other installation related equipment and labour are the responsibility of the fibre network owner and operator.
- If your installation requires a bespoke build, as determined by the fibre network owner and operator in its sole discretion, you will receive a quote from the contractor. Should you choose to proceed, you will be liable for any costs incurred. The bespoke build cost is directly payable to the applicable last-mile contractor.

Equipment Title and Ownership:

- All equipment, more specifically the Wi-Fi router, supplied by Yutiliti always remains the property of Yutiliti.
- Upon termination of any Yutiliti service, all equipment supplied by Yutiliti to the client must be made available for recovery.
- Failure to make the equipment available for recovery after 30 days of cancelling the service will result in Yutiliti invoicing the client for the cost of the equipment.

Yutiliti Router Settings, Router Options and Client Equipment

- Yutiliti routers are issued pre-configured with set passwords.
- Router passwords cannot be changed as this affects support capabilities.
- Should access to your router be a requirement you will need to:
 - Buy your own router and Yutiliti will provide you with PPPOE (Point-to-Point Protocol over Ethernet) details.
 - The router supplied by Yutiliti needs to be kept onsite for remote troubleshooting purposes. This router is not to be reset as this will incur a labour charge for your account billed at R 850 per hour (Incl VAT).
 - Yutiliti cannot take responsibility for the performance of client owned equipment and/or faulty configurations on such equipment.
 - If a custom network solution is required, Yutiliti Support can put you in touch with one of its trusted partners, please send your request to support@yutiliti.co.za.

Identity Verification Requirements (RICA)

- Use of the services may be subject to ID verification and / or proof of address, required by RICA (the Regulation of Interception of Communication Act of 2009). clients may be required to present, email or upload the relevant documents.
- Original identity document or driver's license is acceptable.
- Non-South African citizens may submit a copy of their valid passport or international driver's license.
- verification documents must contain photo identification.

- Failure to produce valid identification verification for an account will result in the product not being activated, regardless of any pro-rata amounts invoiced.

Capped Data Products

- Capped Data Products are only available to new Yutiliti clients.
- Existing Yutiliti clients will not be allowed to downgrade their service from an uncapped product to a capped product.

"Topping-up" Bandwidth

- If the Client exhausts the purchased bandwidth or reach the fixed cap, the Client will be hard-capped. This means that no further access will be provided thereafter
- Topup may be subject to different terms and conditions and any pricing or promotions applicable to the monthly purchased package may not necessarily apply to the Topup.

Roll over of data on Capped Products

- Data Top-Ups is valid until the end of the month of purchase. This is referred to as the "Initial Period".
- The initial period will range from the date of purchase, until the end of that calendar month. The initial period will not exceed 31 days.
- Yutiliti will not rollover unused data.
- Clients who request a package change will forfeit any Top-Up data from their previous package.
- Top-ups of data will at the end of the calendar month and will not roll over, e.g. a Top-up purchased on 15 December will expire on 31 December.

Notifications

- Yutiliti offers a notification facility for all Capped Data products. This facility is available in Client Portal on Datatill.
- Clients will be opted-in to Notifications by default, in line with relevant legislation.
- Clients may opt-out or customise notifications in the Datatill Client Portal, and thereafter there will be no obligation or liability on the part of Yutiliti should a client not receive such information due to the settings they have chosen.
- Yutiliti will make every effort to deliver notifications as quickly and accurately as possible. However, Yutiliti cannot be held liable for delivery delays or failures that may occur due to external forces outside of their control, such as mobile networks or email providers. Where Yutiliti has made a reasonable effort to effect delivery, they will be deemed to have fulfilled their obligation.
- The onus is on clients to check their notification settings and amend as required in the Datatill Client Portal.

Monitoring of Usage

- Yutiliti takes steps to monitor the bandwidth usage of Clients so as to ensure that Client bandwidth limitations are not exceeded.
- Yutiliti further reserves the right to take such steps as may be necessary to properly monitor and calculate usage, including remotely terminating client sessions.
- Where a Client exceeds the pre-purchased bandwidth or fixed cap (where applicable) then:
 - Yutiliti, at its sole discretion, may allow a degree of over usage;

- Such allowed over usage constitutes a discretionary indulgence and shall not in any manner constitute a waiver or relaxation of Yutiliti's rights to enforce the hard cap.
- Yutiliti may, in its sole discretion, recover the cost of the over usage. Such recovery will be from the subsequent month's fixed cap or the next top-up purchased.
- NOTWITHSTANDING THE MONITORING OF USAGE THE CLIENT AGREES THAT THEY REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT THEY DO NOT EXCEED THEIR ALLOWABLE BANDWIDTH DURING ANY APPLICABLE PERIOD.
- Yutiliti also monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service Terms and AUP.

Fair Usage Policy

- Services may only be used in a manner consistent with this Fair Usage Policy and failure to do so may be grounds for suspension or discontinuing the service.
- To protect the integrity and security of the service provided, we reserve the right to monitor it.
- Our bandwidth policy is not set in stone, but if a client is impacting the integrity of our service offering, we will need to work with the client to achieve a solution that works for both parties.
- We aim to always give clients the full burstable capacity of their links, both locally and internationally.
- Yutiliti services are sold on a "one line per client" basis and don't allow aggregation using in-building networks.
- clients are not allowed to share/resell internet services with neighbors or nearby offices.
- clients are not allowed to run an ISP/WISP using Yutiliti internet services.
- Lines may not be used to carry backhaul traffic for other network operators.
- Unacceptable use:
 - Any criminal, illegal or unlawful act.
 - Any use which intentionally interferes with our ability to provide our services in any respect.
 - Any use which intentionally interferes with our rights or the rights of any third party.
 - Any use which is a breach of any other agreement we may have entered into with you or any policy or other terms and conditions which you have agreed to in connection with the use of our services.
 - The use of the service to send unsolicited direct marketing communications in contravention of applicable law or which would cause us to be in contravention of the ISPA Code of Conduct.
- From time to time Yutiliti may need to apply rules relating to our Fair Usage Policy to the service ordered to ensure that our service is efficiently managed.

Invoicing and Payment

- Services are provided on a month-to-month basis.
- Services are invoiced and paid monthly in advance through direct debit order.
- Your first invoice will include any pro rata line rental, your next month line rental, any installation, reconnection and hardware charges at the end of your first month.
- A direct debit mandate will need to be signed by you before any installation will be scheduled or a service is activated.
- Invoicing will commence the day the Yutiliti service is live.
- If you are unable to access the internet for any reason outside of the control of Yutiliti or due to the failure by a third-party invoicing will continue as if the service is active.
- If you are unable to access the internet as a result of Yutiliti's failure and we have done everything reasonably in our ability to make the client live, invoicing will commence from the day we could reasonably have assumed that the client's service is active.
- From time to time the fibre network owner and operator may change its pricing to Yutiliti, which will impact our price offering. Any changes in this regard will be communicated to the client.

Changes to Services and Cancellation Policy

- **Service Upgrades:**
 - Upgrades are processed in within 48 hours (2 business days). You will be invoiced pro rata for difference in cost for the remaining period of the month.
- **Service Downgrades:**
 - If you submit your downgrade request by 14h00 on the 24th of the month (or the previous working day if that falls on a non- business day) your line will be downgraded at the end of the same month.
- **Service Cancellations:**
 - If you submit your cancellation request by 14h00 on the 24th of the month (or the previous working day if that falls on a non-business day) your line will be cancelled at the end of the same month.
- **Changing Service Providers:**
 - There are no penalties charged for switching from a Yutiliti service to any other service provided by the (ISP) Internet Service Provider of the client's choice on the fibre network.
- **Cancellation Policy:**
 - Cancellation of your Yutiliti service without replacing it by another service from any ISP (Internet Service Provider) on the fibre network will attract a cancellation fee of R 1999 (Excl. VAT).
 - Cancellation fee is applicable for a period of 12 (twelve) months from the date of commencement of your Yutiliti subscription.

SPAM, Safety, Unlawful Content and Activity

- We take spam and unlawful activity seriously
- Clients agree to not to send or promote the sending of spam
- If you think our service is being used to send or relay spam, please email support@yutiliti.co.za
- ISPA provides relevant information on how to protect yourself and your children from online threats:
 - Cyber Safety Resources – <https://ispa.org.za/safety/>
 - Resources for Children and Teens – <https://ispa.org.za/safety/children-and-teens/>
- Should you feel the need for assistance with any of the following acts please ask for assistance from ISPA:
 - The Harassment Act (No. 17 of 2011)
 - The Maintenance Act (No. 99 of 1998)
 - Films and Publications Act (No. 65 of 1996) as amended
- We are obliged to take appropriate action where it becomes aware of any unlawful content or conduct
 - ISPA is our agent for the purpose of receiving take-down notifications in terms of section 75 of the Electronic Communications and Transactions Act.
 - The relevant details for ISPA are:
Internet Service Providers' Association (ISPA)
Address: PO Box 518, Noordwyk, 1687
Telephone: 010 500 1200
Email: complaints@ispa.org.za

Disclaimer and Limitation of Liability

- Yutiliti accepts no liability for any loss or damage to the property or equipment of the client arising out of the provision, installation or maintenance of its service.
- Application for, use of and subscription to Yutiliti services is at the sole risk of the applicant or client.
- Uncapped fibre data is not throttled or shaped. However, there may be circumstances beyond the control of Yutiliti that may affect performance, based on demand, service breakdowns or technical outages. During this time, some services may not perform optimally.