

Satellite Products



THESE PRODUCT SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1 Interpretation

Unless a contrary intention clearly appears, the following terms shall have the following meanings –

- 1.1 "Certified Installation Engineer" is a person who has been authorised by the Supplier to install the CPE.
- 1.2 "CPE" or Customer Premises Equipment means the whole of the supplier approved transmit and receiving device including without limitation, the antenna and its equipment (satellite modem, a transmitter and receiver unit and the satellite dish.)
- 1.3 "FAP" or Fair Access Policy is a proportion of the service's total monthly data allocation assigned to the subscribers account.
- 1.4 "FAP period" is the period specified in the service plan description and differs per service.
- 1.5 "Satellite" refers to Satellite services provided under arrangement by the supplier of Yahclick, Bettasat and Very Small Aperture Transmission "VSAT" services.

2 Specific Provisions pertaining to satellite services

- 2.1 The subscriber can only use the Satellite service plans with supplier approved CPE.
- 2.2 All satellite CPEs must be installed by approved certified installers.
- 2.3 No modifications to the CPE is allowed.
- 2.4 Payment is due 10 days after invoice has been provided electronically.
- 2.5 Unpaid service plans will be suspended on or before the 7th of the month.
- 2.6 The Quality of Service for voice services is on a best effort basis if the Subscriber has not subscribed for a Premium service. Voice services on Satellite are only optimized over the supplier's network.

3 Cancellation:

- 3.1 If an account is terminated at a subscriber's request, then the capacity that was reserved for the services on that account will be released. Reconnecting a disconnected account will require a technician to make an onsite visit to re-provision the subscriber's PC at the subscriber's cost.

4 Warranty:

- 4.1 The CPE carries a 6 month onsite warranty (to the Supplier's premises) for equipment purchased outright. The warranty is only applicable to the CPE and not to accessories and additional materials. The warranty period starts from the date of registration on the satellite, which forms part of the installation process. This warranty is contingent upon the proper installation of the product by a Certified Installation Engineer and the suitable application and use of the CPE. This Limited Warranty does not include any field travel and may be void if the product is subjected to damage, abuse, misuse alteration, neglect or has been tampered, repair or installed by unauthorised persons. Damages, lightning or surge related issues are not covered under the warranty at all and the customer will pay for the replacement hardware, labour and travel cost in this regard. The customer is responsible for the travel and installation costs and courier fees in cases where the returned material is authorised for repair.
- 4.2

5 Specific Provisions Pertaining to Bettasat

- 5.1 The service is a contended service.
- 5.2 There is no consumption limit associated with this service.
- 5.3 Bettasat services have an uptime availability of 99.5%.
- 5.4 The service does not support torrent download or online gaming.

6 Specific Provisions Pertaining to VSAT

- 6.1 The service is a contended service.
- 6.2 There is no consumption limit associated with this service.
- 6.3 VSAT services have an uptime availability of 99.5%
- 6.4 The service does not support torrent download or online gaming.

7 Specific Provisions Pertaining to Yahclick

- 7.1 Consumer and Business packages have an uptime availability of 99% and Business Packages have an uptime availability of 99.5%.
- 7.2 The Quality of Service for voice services is on a best effort basis if the subscriber has not subscribed for a Premium service.
- 7.3 Voice services are only optimised on the supplier's voice network

8 Customer Premises Equipment

- 8.1 Subscriber requires a YahClick CPE, which modem is locked exclusively to the YahClick network
- 8.2 CPE combination is dependent on the position in the coverage area of the satellite and service plan type
- 8.3 Business service plans requires a Business CPE

9 Service Plans.

- 9.1 The monthly data allowance for Voucher service plans includes uploads and download consumption but exclude free zone consumption
- 9.2 Terms contracts are available and early cancellation fees apply when subscriber cancel during the term contract period
- 9.3 An out of contract subscriber can migrate to another service plan by subscribing to another full term contract with a higher monthly subscription value

10 Fair Access Policy:

- 10.1 Once the data allocation for the service has been used for downloading in the FAP Period, then the FAP is instituted. The following FAP policies apply:
- 10.2 Daily FAP for Enterprise Service plans. A subscriber is entitled to use the monthly data allocation divided by 30.
- 10.3 hour FAP: The subscriber is entitled to use 10% of the monthly download allocation in a 72-hour period.
- 10.4 day FAP: The subscriber is entitled to use the allowance specified for the FAP period within 7 days of activation of the FAP token
- 10.5 30 day FAP: The subscriber is entitled to use the full monthly data allocation in any period in the month.
- 10.6 FAP tokens or FAP vouchers are specific to certain service plans
- 10.7 Additional FAP tokens or FAP vouchers can be purchased once the FAP limit has been reached, and the Fair Access Policy applies. A FAP token or a FAP Voucher resets the FAP position for the FAP Period.
- 10.8 FAP tokens and FAP vouchers expire when the service is terminated.
- 10.9 FAP Vouchers expires 12 months from date of allocation. Subscriber can revoke a voucher during the 12 months period.
- 10.10 The speed of the service will degrade to 0Kbps when a Service goes into FAP status

11 Free zone

- 11.1 A free zone applies to certain Old Generation Home and Business packages as indicated at time of sale, whereby the data downloaded during the local time period between 01h00 and 06h00 is not counted as part of the daily download limitation, and speeds are restored to full strength regardless of a subscriber's FAP status outside the hours of the Free zone. This feature is provided free of charge. However, the Supplier reserves the right to suspend or charge a fee for the Free zone functionality in the future, or make any modification to the terms and conditions of the Free zone period in the interest of optimized network performance or to address network abuse.
- 11.2 A free zone applies to certain Voucher Home and Business packages as indicated at time of sale, whereby the data downloaded during the local time period between 01h00 and 06h00 is not counted as part of the daily download limitation, on condition that the account is not in FAP status. This feature is provided free of charge. The Free zone is subject Supplier reserves the right to suspend or charge a fee for the Free zone functionality in the future, or make any modification to the terms and conditions of the Free zone period in the interest of optimized network performance or to address network abuse.
- 11.3 The Supplier reserves the right to implement soft throttling for heavy users who consume above average volumes of data that might affect the user experience of other users on the network.