Terms and Conditions.

The Services are provided by Source IT Services (Pty) Ltd
Block C, Stoneridge Office Park Greenstone Johannesburg, 1609.

Our Services are diverse and dynamic. Occasionally our terms or product specifications may change. Source IT Services endeavours to notify you of any material changes, and its latest terms will always be available at http://www.itserv.co.za/master-service-agreement/ together with the effective date of those terms whether you were notified or not. We oblige you to check our site regularly. Any use by you of our Services after the effective date of our latest terms, will be deemed to constitute acceptance by you of such terms.

Each Service Order accepted in accordance with this Agreement forms an individual agreement that incorporates these General and Service Terms and establishes the terms and conditions under which we will provide those Services to you.

1. Definitions and Interpretation

In the Agreement the following words and phrases will have the corresponding meaning, unless the context otherwise requires:

1. **Agreement**: as between you and Source IT Services, these General & Service Terms read together with any terms as stated in the Application and any Service Order.
2. **Authority and Mandate**: the authorisation you give to Source IT Services to debit your account monthly, on the selected date, which does not constitute the granting of credit or amount to a credit agreement;
3. **Application**: the online application form accessed on the Source IT Services Portal where you fill-in the required information to order your Product; which when accepted by Source IT Services becomes a binding Service Order.
4. **Billing Start Date**: The Billing Start Date for a Service will be from when the fibre provider hands over fibre services and your internet is active.
5. **Business Day**: every day excluding Saturdays, Sundays and public holidays in RSA.
6. **Charges**: the following charges and any other charges or fees payable by you to Source IT Services in respect of a Service, as set out or referred to in a Service Order and revised from time to time.
    A. **Call Charges**: the charges for packet switched telecommunications services;
    B. **Once-Off Charges** include but are not limited to installation, connection and/or activation charges and are non-recurring charges for the setup of a Service (including installation of any Service Equipment);
    C. **Monthly Fee**: monthly recurring charges for a Service.
7. **Contended**: multiple users sharing the same network capacity. Contention ratios are based on the individual design of the fibre access network over which the Source IT Services service is delivered.
8. **Customer Data**: technical data (for example the date, time and duration of voice or data transmissions) that is necessary for the establishment, billing or maintenance of the transmission.
   Regulated Customer Data is that Customer Data of which the use, processing or transfer is regulated by law or regulation as personal data.

2.

1. **Customer Site** or **Site**: a physical location at which a Service is provided.
2. **Domicile**: the physical address you provide in terms of a proof of address, alternatively per your application form or Authority and Mandate, where you will receive any legal notice.
3. **Effective Date**: in relation to a Service, the date upon which Source IT Services accepts your correctly completed Application, together with any required documentation, which upon acceptance becomes a Service Order and you receive an e-mail to this effect.
4. **Emergency Works**: works that are necessary at the time to put an end to, or prevent, the arising of imminent or existing circumstances likely to cause: (i) danger to

persons or property; (ii) the interruption of any service provided by the Network or the network generated by a third party; (iii) substantial loss to Source IT Services or any third party; and such other works in those circumstances necessary to execute Emergency Works.

5. **Force Majeure Event**: any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, power outages, strike, industrial disputes, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, and acts or omissions of other providers of telecommunications services.
6. **Source IT Services Portal**: at http://itserv.co.za/portal/crm/, where you check the availability of the Provider service in your particular location before ordering any Product. Source IT Services can make no warranty as to the accuracy of this resource provided by the Provider.
7. **Network**: the points of presence, network hubs and host computers owned, operated or used by Source IT Services in connection with the provision of a Service.
8. **Party**: Source IT Services or you (per the context), and **Parties** means both you and Source IT Services.
9. **Product**: any product offered by Source IT Services for Services, whether standalone or bundled with a value add-on product;
10. **Provider**: Source IT Services partner last-mile fibre provider either operating in your area or who you select in your Application. All hardware provided by any Provider will remain the property of the Provider into perpetuity.
11. **Service**: the specific service(s) provided by Source IT Services to you and as may be further described in the relevant Service Order.
12. **Service Order**: an Application and your order for a specific Service to be provided to you by Source IT Services, as read with clause 1.11.
13. **Service Equipment**: the hardware, software, systems, cabling and facilities provided by Source IT Services at your Site in order to make the Service available to you. Source IT Services remains the owner of Service Equipment. Service Equipment does not include the Network or any hardware or software that is the subject of a separate supply contract between you and the Provider.
14. **Uncapped** meaning as set out in the ISPA guideline on broadband terminology published at http://ispa.org.za/code-of-conduct/terminology-guidelines/.
15. **Unshaped**: Source IT Services does not prioritise or differentiate between different classes of traffic or protocols.
16. **you / your** refers to you, our valued customer, whose details are as supplied to us in your Service Order.
17. **Interpretation**: Unless the context otherwise requires, a reference to:
    A. Singular may refer to plural, and vice versa, as the case may be;
    B. A person includes a reference to a natural or juristic person, as the case may be, including a reference to that person's legal representatives, successors and permitted assigns;
18. A document is a reference to that document as supplemented or varied from time to time.
19. To the extent that goods or services provided in terms of the Agreement are governed by the Consumer Protection Act, then the provision of same is qualified to comply therewith.
20. Calendar Month: means the period beginning on and including the first of each calendar month and ending on and including the last day of such calendar month.
21. Month to Month: The agreement will automatically renew on a monthly basis and such agreement may then be cancelled by providing Source IT Services with a Cancellation Request via the customer portal with a calendar month notice prior to the date of the service you wish to cancel.
22. Proof of Address (Domicile) the physical address you provide in terms of a proof of address, not older than three (3) months and must be in the form of a lease agreement/rental contract/utility bill or proof of purchase, where you will receive any legal notice.

23. Proof of ID: Acceptable proof of Identification is SA Green ID Book, SA ID Card or a Passport. Refugee document, Driver's License and Asylum Seeker Documentation is not acceptable.
24. Wi-Fi is a wireless networking technology that allows computers and other devices to communicate over a wireless signal and Wi-Fi uses radio frequencies which has limitations when there are electrical and physical interferences.

2. Service Activation

1.
    1. Once you have submitted your Service Order to Source IT Services, Source IT Services may carry out any appropriate verification checks on you, to which you hereby consent. Once Source IT Services is satisfied with your credit record and accepts your Service Order, it becomes binding on you.
    2. Any fibre line order by completing our application form and then cancelled after acceptance by Source IT Services will be invoiced to you.

3. Registering on the Source IT Services Portal

1.
    1.
        1. Go to the Source IT Services Portal and register by entering your personal details, then search for coverage in your area. Should fibre coverage be available, you may then complete an Application for Service by entering your details and selecting the Provider and your selected Product. You will be advised after our receipt of an Application if Service/s can be provided;
        2. The Source IT Services Portal will generate a Service Order clearly defining all once-off fees and recurring monthly charges, as applicable.
        3. When you complete the Authority and Mandate, you accept the terms of the Service Order.
        4. By law, you are required to upload your proof of residence as well as a copy of your ID.
        5. The Application will go to Source IT Services service team, who will review your completed Application. Once accepted by Source IT Services, the Agreement is complete and you will thereafter receive an e-mail containing your copy of the Service Order and Debit Order Authority Mandate.
        6. Source IT Services service team will inform you of the progress of your Service Order.
            1. When applying to move services, transfer service, upgrade services, downgrade services, package changes or termination of services, applicable charges will apply as determined by the applicable Fibre Provider and Source IT Services respectively.

4. Fibre Packages Products

1.
    1. **Ignite** Package:
        1. You pay the cost of the fibre installation, a once off Activation fee, pro-rata of your first month plus one full month's subscription.
        2. Source IT Services will provide you with a "free to use" dual-band wireless router which remains the property of Source IT Services into perpetuity.
        3. You may terminate the Service Order at any time by giving Source IT Services 1 FULL calendar months' notice (not 30 days). All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
        4. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement.

5. Upon termination, you are required to return the wireless router to Source IT Services, failing which, Source IT Services will invoice you for its value at the time the termination becomes effective due as stated on the invoice.

1.

2. **Activate** Package:
    1. Should you not have the Fibre installed, you will be charged a once off Fibre installation fee. This once off fee differs per provider.
    2. If you already have fibre installed, then you will only pay for pro-rata of your first month plus one full month's subscription
    3. Source IT Services will cover any activation fee(s) for existing Fibre installations and will provide you with a free to use wireless router which wireless router remains the property of Source IT Services into perpetuity.
    4. You may terminate the Service Order at any time by giving Source IT Services 1 FULL calendar month's notice (not 30 days). All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/. Our Operations team will process your request and will email you confirmation of the cancellation acceptance.
    5. If the Service is cancelled within the 1st month of activation then you will be liable for any activation and or installation fee(s) and will be invoiced for same, due as stated on the invoice.
    6. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement.
    7. Upon termination, you are required to return the wireless router to Source IT Services, failing which, Source IT Services will invoice you for its value at the time the termination becomes effective, due as stated on the invoice.
3. **Connect** Package:
    1. This includes the cost of fibre installation, any activation fee(s) and a free to use dual band wireless router (which wireless router remains the property of Source IT Services into perpetuity).
    2. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement.
    3. Should you terminate prior to the expiration of 12 months, you will be liable to pay Source IT Services a settlement amount. This amount depends on the Provider (fibre installation, any activation fee(s). Source IT Services will notify you of the settlement amount at the time you wish to terminate. All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/
    4. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement. Upon termination, you are required to return the wireless router to Source IT Services, failing which, Source IT Services will invoice you for its value at the time the termination becomes effective due as stated on the invoice.
4. **Ultimate** Package:
    1. This includes the cost of fibre installation, any activation fee(s) and a free to use dual band wireless router (which wireless router remains the property of Source IT Services into perpetuity). This offer is subject to 1 (one) address per application and does not include the cost of any Fibre installation for change of addresses, in case which applicable fees will be charged.
    2. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement.
    3. Should you terminate prior to the expiration of 12 months, you will be liable to pay Source IT Services a settlement amount (Pro-rated). This amount depends on the Provider (fibre installation, any activation fee(s). Source IT Services will notify you of the settlement amount at the time you wish to terminate. All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/
    4. This Product is charged in advance, with no credit check, and does not amount to an incidental or any kind of credit agreement. Upon termination, you are required to return the wireless router to Source IT Services, failing which, Source IT Services

will invoice you for its value at the time the termination becomes effective due as stated on the invoice.

1.

5. **Ultimate Package as of April 2020**
    1. This includes the cost of fibre installation, any activation fee(s) and a free to use dual band wireless router (which wireless router remains the property of Source IT Services into perpetuity). This offer is subject to 1 (one) address per application and does not include the cost of any Fibre installation for change of addresses, in case which applicable fees will be charged.
    2. This Product is charged in advance, with credit checks, and does not amount to an incidental or any kind of credit agreement.
    3. Should you terminate prior to the expiration of 12 months, you will be liable to pay Source IT Services a full settlement amount .This amount depends on the Provider and includes all activation and installation fees (fibre installation, any activation fee(s). Source IT Services will notify you of the full settlement amount at the time you wish to terminate. All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/
    4. This Product is charged in advance, with credit check, and does not amount to an incidental or any kind of credit agreement. Upon termination, you are required to return the wireless router to Source IT Services, failing which, Source IT Services will invoice you for its value at the time the termination becomes effective due as stated on the invoice.

1.

6. **TalkTalk Unlimited Value Add-On**
    1. To any of Source IT Services packages, you may add the Talk All You Can Eat offering which gives you unlimited calls to any South African destination for a set monthly subscription.
    2. You may purchase additional Talk Time for international calls.
    3. Each TalkTalk Unlimited package will include a single telephone line.
    4. This service is strictly available to home users only (accordingly, businesses of whatever size are precluded from using this service).
    5. This is only be available to you via the Source IT Services Fibre Network.

5. Service Terms

1.

1. Unless specified, Source IT Services will provide you with uncontended, uncapped, unshaped access to the Network via a fibre circuit ("**Access Circuit**") and the Service Equipment at a Source IT Services Point of Presence ("**PoP**").
2. **Access Circuit**: Source IT Services supplies, configures and tests the Access Circuit. Any facilities and extra cabling necessary within the Site are not included in the provision of the Service.
3. Source IT Services provides Internet access by transmitting and delivering IP packets between your computer/s connected on the Network and other networks in accordance with its standard business arrangements with Providers of such other networks.
4. **Throughput Rates and IP Access**
    1. Access to, and across, the Source IT Services IP Network is at the maximum throughput rates set forth in the Service Order. Maximum throughput rates are not guaranteed.
    2. Due to the nature of the Internet, Source IT Services can only control IP throughput rates from the user network interface of the Service Equipment to the point of interconnection between the Network and the Internet.
    3. IP throughput rates may also be reduced by Source IT Services in accordance with its Acceptable Use Policy, a copy of which can be provided to you on request or found at www.itserv.co.za.
5. **IP Addresses**: Source IT Services will dynamically assign 1*/29 public IP addresses from Source IT Services allocated blocks obtained from AfriNIC. Any IP address allocated by

Source IT Services to you remains the property of Source IT Services and you will have a non-transferable licence to use such addresses for a limited time. The dynamic IP will change on a 24hr basis.

6. **Monitoring**: Source IT Services monitors the health of the Internet connection by collecting SNMP data at the user network interface on the Service Equipment.
7. **Reporting Service**: Source IT Services may provide usage information in the Source IT Services Portal. The content of any usage information will only be visible to authorised users or authorised Source IT Services employees.
8. **Resale of Service**: Resale of the Service is not permitted.
9. **Accuracy of Your Information**: You will provide Source IT Services with accurate and up to date information: (i) when completing the Application; and (ii) when you contact Source IT Services to report a suspected fault and are asked a standard set of structured questions. Source IT Services will not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or Service repair.
10. **Maintenance**: Scheduled maintenance on the Source IT Services Network will be performed during a standard maintenance window during change control windows from 00:00 – 04:00 (UTC +2), as necessary. Source IT Services reserves the right to perform emergency maintenance without prior notice, but will nonetheless endeavour to provide such notice as is reasonably possible in the circumstances.
11. **Security**: **You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility and Source IT Services will not be held liable for any losses arising out of security breaches of the Services.**
12. **Disclaimer**: Source IT Services will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks.

2.

6. Service Equipment

1.

1. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
2. In the event of failure of the Service Equipment, Source IT Services will repair or replace (at its discretion) the Service Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Service Equipment is replaced, you must return the original Service Equipment to Source IT Services.
3. You accept liability for any costs incurred by Source IT Services as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by your use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by Source IT Services.
4. You shall be held liable for any damage or loss of any terminal equipment (router/ONT/CPE) the cost of which will be obtained directly from the Fibre operator and billed to you.

7. Source IT Services Obligations

1.

1. In performing its obligations under the Agreement, Source IT Services will at all times exercise the reasonable skill and care of a competent provider of internet-related services.
2. Source IT Services will use reasonable endeavours to ensure that each Service will conform to its service terms.
3. With respect to the provision of a Service or otherwise, except as expressly set out in the Agreement, all warranties, representations or undertakings, are excluded.

8. Charges and Payment terms

1.

1. You will pay the Charges to Source IT Services in accordance with this clause.
2. Call Charges to:

1. South African numbers shall be determined with regards to the relevant call termination rates as applicable from time to time; and
2. International numbers shall be determined in accordance with the rates and billing methodologies as charged by the upstream international termination partners from time to time.

3. Charges will accrue from the Billing Start Date and will be invoiced by Source IT Services for:
    1. Call Charges;
    2. Once-Off Charges;
    3. Rental Charges and/or Monthly Fees monthly in advance. Service(s) provided for part of a month will be charged on a pro-rata basis.
    4. Billing start date will commence the day of collection or delivery of the Source IT Services Wi-Fi router.
4. Subject to a notice period of 5 Business Days, Source IT Services reserves the right to impose a credit limit on any of its customers as it sees fit.
5. Any invoice for Charges will be due on issue of the invoice and must be paid by way of a debit order against the account details provided by you in the Authority and Mandate.
6. The initial debit order will be for any Once-Off Charges, pro-rata of your first month plus one Monthly Fee in advance.
7. In the event that a debit order is not honoured, interest shall accrue on any overdue invoice from the due date until payment at a rate of 2% per month.
8. Where a debit order is returned for whatever reason, you will be charged a R108 penalty. Should the outstanding amount remain unpaid after 7 days from the date of debit order, then Source IT Services will suspend your Services.
9. Source IT Services may immediately suspend the supply of Services to you if you commit any act of insolvency.
10. If Services are suspended in accordance with clause 8.9, the full outstanding balance becomes due and payable immediately including the cancellation notice period.
11. If overdue amounts are paid in full, Services may be re-activated.
12. If you wish to dispute any invoice or part of an invoice falling due you must deliver a notice in writing to accounts@itserv.co.za setting out the nature of the dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate.
13. Fibre lines that have been suspended for non-payment will be cancelled with the Provider after 30 days, and you shall be notified thereof beforehand. Any reactivation after this 30-day period is at a fee determined by the Fibre network operator.
14. In the event of any non-payment in excess of 30 days, in addition to negatively listing your details with any credit bureau, Source IT Services may submit such overdue amount for collection. Any and all costs incurred as such will be for your account.

9. Your Obligations

1.
    1. You will provide Source IT Services with such facilities and information as Source IT Services may reasonably require to enable it to perform its obligations or exercise its rights under the Agreement.
    2. **You warrant and undertake that you will:**
        1. use the Service Equipment only for the purpose of receiving the Service;
        2. not move, modify, relocate or in any way interfere with the Service Equipment;
        3. **insure and keep insured all Service Equipment installed at the Customer Site against theft and damage;**
        4. not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment;
        5. upon termination of a Service, return the Free-to-Use Source IT Services router (being the equipment) belonging to Source IT Services in terms of the Agreement to Source IT Services.
        6. You may not use the Services for any illegal or immoral purpose and you will abide by the current version of the Source IT Services Acceptable Use Policy, available at http://www.itserv.co.za/support/acceptable-use-policy

10. Service Suspension

1.
    1. At its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, Source IT Services may elect to immediately suspend the provision of a Service (or part thereof) if it:
        1. has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement for reasons set out in clause 11;
        2. is obliged to comply with an order, instruction or request of a court, government agency, emergency service or other administrative or regulatory authority;
        3. needs to carry out Emergency Works to the Network or Service Equipment;
        4. has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of its Acceptable and/or Fair Use Policies;
    2. If Source IT Services exercises its right to suspend the Service (or part thereof) pursuant to 10.1.2 or 10.1.3 it will, whenever reasonably practicable, give prior notice of such suspension to you, setting out the reasons for the suspension and the expected duration. Source IT Services will use all reasonable endeavours to resume the Service as soon as is practically possible.
    3. If the Service (or part thereof) is suspended as a consequence of your breach, fault, act or omission, you shall pay to Source IT Services all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
    4. Source IT Services will not be liable for any loss, damage or inconvenience suffered by you as a result of any suspension made pursuant to clause 10.1, except to the extent that such suspension is made pursuant to clause 10.1.3 and for reasons which are solely and directly attributable to the negligence of Source IT Services and then only to the maximum amount of Charges that would otherwise have been charged for the duration of the suspension.

11. Term and Termination

1.
    1. These General and Terms take effect in respect of each Service, from the Effective Date of each Service Order.
    2. To downgrade any Service package (changing your existing package to a lower-cost package), you must provide notice to this effect of 1 Full calendar month , otherwise you will be charged the existing package.
    3. Either Party may terminate the Agreement (or the relevant Service Order):
        1. You may terminate the Service Order at any time by giving Source IT Services 1 FULL calendar month's notice (not 30 days). All cancellations must be processed via the Source IT Services online portal using your login credentials: http://itserv.co.za/portal/crm/. Our Operations team will process your request and will email you confirmation of the cancellation acceptance
        2. immediately by notice if the other Party has committed a material breach which is incapable of remedy;
        3. immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 5 Business Days of having been notified of such breach; or
        4. immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding 2 months.
    4. Source IT Services may terminate the Agreement (or a specific Service Order) immediately by notice if the Service provided for home/personal use and it is being utilised for other or business purposes.
    5. Certain Services, like Source IT Services unlimited voice offering, are solely for personal use and usage for any other purpose would place you in material breach of the Agreement, and Source IT Services reserves its right to immediately cancel the Agreement, suspend Services and have recourse to remedies for breach.
    6. If Source IT Services has reasonable grounds to believe that there has been a violation of its Acceptable and/or Fair Use Policies, Source IT Services may notify you and require you to remedy the violation; in the event of an incident involving a violation of public law or regulation or an imminent threat to the Network, immediately; or in all other cases, within 48

hours. If you fail to notify Source IT Services that such a remedy has been effected in accordance with this clause or if Source IT Services reasonably determines that the violation is continuing or is likely to occur again, Source IT Services may terminate this Agreement (or relevant Service) immediately upon notice to you.

7. Source IT Services may terminate the Agreement (or the relevant Service Order) without notice if you fail to make any payment within 30 days of the amount becoming due.
8. Upon termination of the Agreement any accrued Charges not yet invoiced will become due and payable immediately on receipt of an invoice.
9. If the service order is cancelled by the CUSTOMER before the Fibre line is installed, then the customer will be liable for installation charges if work has been carried out by the fiber Provider and or contractor.

12. Liability

1.
    1. You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under the Agreement is solely limited to the amount paid for such Service(s).
    2. Source IT Services and our contractors will not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services.
    3. Source IT Services is unable to exercise editorial or other control over any content placed on or accessible through your use of the Services and Source IT Services will have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.

13. Force Majeure

Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of this Agreement (other than for payment obligations as set out herein) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event.

14. Intellectual Property

You acknowledge that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service and/or Service Equipment, will remain the sole property of Source IT Services, its contractors or suppliers.

15. Customer Data and Privacy

1.
    1. You acknowledge that Source IT Services and our respective subcontractors will, by virtue of the provision of Services, come into possession of Customer Data.
    2. Source IT Services has implemented and maintains appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing.
    3. Source IT Services and its respective subcontractors may use or process Customer Data:
        1. in connection with the provision of Services;
        2. to incorporate Customer Data into databases controlled by Source IT Services for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer-use analysis, and
        3. to communicate to you by voice, letter, fax or email regarding products and services of Source IT Services.
    4. You may withdraw consent for the use, processing or transfer of Customer Data as set out above by sending a written notice to Source IT Services to such effect, unless it is required to

(i) provision, manage account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

16. Passwords

1.
    1. You are responsible for maintaining the confidentiality of your password(s). In the event of a breach of security through your account, you will be liable for any unauthorised use of the Services, including any resultant damages resulting, until you notify Source IT Services.
    2. The responsibility of all passwords and other related sensitive information is assumed by you, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on Source IT Services.

17. General

1.
    1. **No Waiver**: Failure or delay by either Party to exercise or enforce any right or benefit conferred by the Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
    2. **Variation**: This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.
    3. **Entire Agreement**: The Agreement (being these General Terms and all terms under active Service Order Forms) sets out the entire agreement between Source IT Services and you, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein.
    4. **Survival**: Termination of this Agreement shall not affect a clause that necessarily or by its context requires survival of these General Terms.
    5. **Testing over Wi-Fi** : The service is a best effort Broadband service, Source IT Services endeavours to ensure you are receiving optimal speeds while connected via the ONT over LAN cable. The Source IT Services router has Wi-Fi capabilities that delivers the bandwidth to your home over a dual band frequency (this being 2.4GHZ and 5GHZ) , do bear in mind that Wi-Fi has its limits due factors that interfere with Wi-Fi which is outside or Source IT Services control.
    Should you suspect your line is not stable over the Fibre, please conduct a speed test directly over LAN cable and not Wi-Fi, and ensure the following:

1. Disable all devices connected to the router. This includes, VOIP phones, Tablets, cell phones , smart TVs etc…
2. Plug the router directly into the provider's CPE or ONT via the LAN/Ethernet cable into your computer (Note your computer CPU usage must not be over utilized when conducting the test).
3. Please do a speed test www.speedtest.co.za
4. Conduct the speed test.

Should you be getting less than the speed the signed up for via LAN , please send screen shots of the testing to support@itserv.co.za or call 010 006 5557 and the technical team will assist you accordingly.