

Terms of Service

Detailed description of goods and/or services

Izwi Technology Group (Pty) Ltd (herein referred to as "Izwi") is an Internet service provider that markets hosting, Internet access, Communications and web development services.

Delivery policy

Subject to availability and receipt of payment, requests will be confirmed within 2 working days and delivery confirmed telephonically or via email.

Liability

By agreeing to use our services you agree to our standard terms and conditions.

Return and Refunds policy

The provision of goods and services by Izwi is subject to availability. In cases of unavailability, Izwi will refund the client in full within 30 days. Cancellation of credit card orders by the client will attract a 5% administration fee. All goods such as hardware and software remain the property of Izwi until paid in full.

CPE (Customer Premises Equipment)

All risk in and to the CPE shall pass to the subscriber on delivery. The CPE and all cabling shall remain the property of the SP until fully paid.

If any CPE is lost, stolen or damaged, the subscriber shall immediately notify the SP in writing and until such notification, the subscriber shall remain liable for all costs and charges pertaining to such CPE.

The SP shall, as soon as is reasonably possible, replace the CPE. The subscriber shall be liable for the cost of this replacement CPE unless the subscriber has taken out insurance.

Such loss, theft or damage and/or the replacement of the CPE and/or the allocation of a new mobile access number as a result, shall in no way be deemed to constitute a termination of the agreement which shall continue to be of full force and effect

Tax Exemption

Unless otherwise noted all prices on this web site includes Value Added Taxes (VAT). Residents from outside the Republic of South Africa are exempt from South African VAT.

Customer privacy policy

Izwi shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). Izwi's PAIA Manual can be downloaded from <http://www.izwi.co.za>.

Acceptable use policy

Izwi's hosting and Internet access services are governed by our Acceptable Use Policy (AUP). Our AUP policy states that none of the services may be utilised in any way to generate SPAM (UCE - Unsolicited Commercial E-Mail). Use of your email account to send unsolicited bulk (UBE) or commercial messages (UCE) is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. We currently do not allow P2P on our network.

Izwi's uncapped ADSL and uncapped wireless accounts will never be capped. However, our uncapped service is not designed for people using computer programs running 24/7 continuously downloading. If your intentions are to download 24/7 then these accounts are not for you. We reserve the right to shape and throttle any account whose usage is affecting other users on our network's internet experience negatively. Our main goal is to keep the majority of our clients happy so if certain individual's abusive downloading is affecting other users on our network we reserve the right to shape, throttle or cancel their service.

Fair use Policy (applicable to all Uncapped services)

The usage is monitored on a rolling 10 day period and does not reset at the beginning of each month. All service options are Unshaped. Should usage remain less than 80% of the average user for each product, the service will remain unaffected. However, should individual usage exceed 80% of the average user for each product, then the first level of moderation will be implemented, moving the service to a Shaped service. Shaping or moderation is implemented via download throttling and user relative priority control will first be applied to all file sharing protocols. Should usage remain above the 80% average threshold, additional shaping will be managed via manipulation of throttling and priority control. The 4096 Lite is managed at 50% of the average and is designed for light users who still require high speed access to the internet.

Copyright

Izwi's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision with guidance taken from the Internet Service Provider's Association, our governing body.

Payment options

accepted Payment may be made via Debit Order (Bank Draft). Unless otherwise specified all hosting and Internet access services are payable in advance except for VoIP Services

Debit Orders

Izwi's debit orders are processed once a month, on the first working day of each month. Should a customer's monthly debit order return as rejected for any reason, a rejection fee of R130 exc vat will incur and this will immediately be billed as a separate invoice.

Upon signing up with Izwi, the client agrees to any additional relevant charges to their products that are not included in their monthly service invoice. This includes any top up invoices generated for Internet connection, as well as traffic or disk overuse invoices that are created for hosting. As all invoices are automatically emailed immediately after they are generated, it is the client's responsibility to contact Izwi should they have any queries relating to an invoice upon receipt thereof.



Responsibility

Izwi takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and Izwi chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Disclaimer

Izwi at its sole discretion, may choose to change the terms, conditions and operation of this website at any time without notice. This includes the occasional adjustment of our pricing allowing for the notification of our clients within 21 days.

Non Payment on Overdue Invoices

All invoices – unless otherwise indicated are due COD, or by the first of each month as all monthly services are billed in advance for the upcoming month. Should an invoice become overdue, the necessary process is followed by our system with the details that are available on each client's profile. Should we receive no response with regard to outstanding invoices, the account will be handed over to our listing agency – Accountability. The client will receive notice from this company of the outstanding fees and have 30 days to respond and make arrangements for payment to Izwi. Should payment not be received after the 30 days, the account holder will be blacklisted for non payment.

It is the responsibility of the client to ensure that Izwi has their updated details, and this is available for each client to view in their client area. It is also the responsibility of the client to be in contact with Izwi to arrange for payment before the account is handed over.

Technical Support regarding Overuse Investigation

Our hosting and Internet access platforms already provide clients with detailed statistics of usage. Sometimes clients find it difficult to understand that they are using such a large amount of overuse. If a client is unable to resolve the issue using the tools at their disposal and they would like Izwi to investigate further, our Support team will be able to assist on this matter at a charge rate of R 600 exc vat per domain / account. Charges will not be applied should there be a system fault on Izwi's side. For further clarity on this please contact our help desk.

Call out Charges

Izwi charges call out fees to go onsite. Please contact us for the latest pricing

Transfer Requests Outside Office Hours

If a client wishes to transfer a domain out of office hours, the following policy applies:

1. The client must make sure the domain and all related services are paid up to date.
2. The incoming ISP must get confirmation in writing (e-mail is fine) that the accounts department will accept the transfer.

If the above procedure has not been followed after hours (emergency personnel) will be unable to help.

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Please note that all outgoing domain transfers are automated. If your domain or any of the related services are not paid up to date the domain transfer will be automatically declined. Manual override can only be done during office hours.

Transfer tickets are only accepted once the cancellation for the specific hosting product has been requested online in the client area by the client, and in accordance with Izwi's 30 day notice period for hosting product cancellations.

Termination of Service

The General Terms of Service of this agreement commences on the live Date and will continue indefinitely, subject to termination by either party on 1 (one) calendar months prior, following our online cancellation procedure.

Cancellations are accepted by completing an online cancellation request in the customer client area. Cancellations are processed as follows:

1. Should the cancellation request be received before the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the following month. (E.g. The cancellation is received on 15 June, and the product will be terminated on 1 July.)
2. Should the cancellation request be received after the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the second month. (E.g. The cancellation is received on 17 June, and the product will be terminated on 1 August.)

Please note that the cancellation period is 90 days in the case of clients who have an Internet Solutions contract service with Izwi after the first year. Click here to view our online cancellation procedure.

Client Contact Details

It is the client's responsibility to keep their contact details up to date. This is easily accessible via the Client Area

Support Procedures

Izwi has standard procedures for obtaining technical support and escalations.

Clients are requested to log a ticket when experiencing difficulties. Methods for logging tickets are as follows:

Using our website, <http://www.izwi.co.za/support>
Sending an e-mail to support@izwi.co.za
Phoning our help line, 010 500 1414

When requesting technical support you will be given a ticket number. All our technical support cases are attached to a ticket number which we use to trace the issue through our system. Without a ticket number, we cannot process any support request. Should you not receive a ticket number by default, please ensure that you ask for one. If you require escalating a call, ensure that you quote your ticket number when proceeding with the escalation request.

Please do not contact our Support Engineers directly on their personal e-mail address or via any of the chat programmes such as GChat or WhatsApp, as your query will not be handled efficiently.

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Our Support Department should not be contacted for any reason on their cell phone numbers when reporting a problem.

Our system is set up to handle all technical support queries in an efficient manner and problems will only be addressed by following one of the three reporting methods above.

Our SLA and turnaround times

The following time periods are applicable with regards to our support structure:

Within 24hrs - emergency maintenance to Izwi infrastructure such as high sites and apartment hotspots

Within 72hrs - snag list resolution of jobs already started

Within 4 working days - maintenance and call out jobs

Within 4 working days - large site installations and network setups once quote accepted

Within 14 working days - client standard installations from forms received

These times do not include weekends or public holidays.

Izwi's Contact Details

Physical Address:

Unit 13 Tygervally Chambers 2, Bellville

Postal Address:

Private Bag x34, Suite 200, Somerset West,

7129 +27 (010) 500-1414 (office)

+27 (086) 655-6834 (fax)

info (at) izwi.co.za

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