



Pay-per-use: Terms and Conditions

Definitions

Subscriber: “means the Subscriber as defined in the Subscriber Standard Terms and Conditions”

iBurst: “means the Service Provider as defined in the Subscriber Standard Terms and Conditions”

Subscriber Standard Terms and Conditions: “means the terms and conditions applicable to all iBurst Subscribers that can be found on www.iburst.co.za”

PPU: “means Pay-per-use”

MB: “means Megabytes”

iBurst contract: “means the contract concluded in terms of the Subscriber Standard Terms and Conditions”

Opt out: “means opting out of PPU. In these terms and conditions, Opting out of Pay-per-use on an iBurst Wireless package means that upon reaching the data limit/cap for the month, the Subscriber’s service will either be throttled (slowed to a maximum of 64 kbps) or capped (disconnected) depending on their package. Opting out of PPU on an iBurst ADSL package means that upon reaching the data limit/cap for the month, the Subscriber’s service will be capped (disconnected).

Bandwidth Booster: “means an additional data bundle that can be purchased on an iBurst Wireless or iBurst ADSL connectivity package”

FreeFlo: “means FreeFlo package offered by iBurst”

KickStart: “means KickStart package offered by iBurst”

Playa: “means Playa package offered by iBurst”

- These PPU Terms and Conditions are subject to the Subscriber Standard Terms and Conditions. These terms and conditions will be binding and enforceable against all Subscribers who subscribe to PPU.
- All iBurst packages will be automatically activated with Pay-per-use and the Subscriber may opt out on the packages in which opt out is allowed
- PPU opt out is allowed on iBurst Wireless and iBurst ADSL packages. PPU opt out or cancellation is not allowed on FreeFlo and iBurst HSDPA packages.
- Where PPU opt out is selected on iBurst Wireless, Subscribers on a KickStart or Playa package will be capped, while Subscribers on a Giga package or higher will be throttled.
- Where PPU opt out is selected on iBurst ADSL, Subscribers will be capped. There is no throttling on ADSL packages.
- Where a Subscriber is throttled or capped, the Subscriber will be required to top up with Bandwidth Booster in order to continue normal service.
- The monthly allocated data quota applicable to the Subscriber’s current package will still be in place even when PPU is active i.e. only once purchased data has been used will the Subscriber be billed for each additional MB of data used at the relevant PPU rate.
- The Subscriber will be responsible for all bandwidth used irrespective of source (viruses etc) of the request.
- The PPU price per MB will be made available to the Subscriber via the iBurst website and invoices are to be furnished to the Subscriber. The prices are subject to change from time to

time at iBurst's discretion, the pricelist will always be updated and Subscribers will be notified via the iBurst website and other available means should any changes be made. PPU rates vary per package.

- The Subscriber may at any time purchase Bandwidth Boosters. Purchases of Bandwidth Booster on account are subject to credit being available. There is no limit to the number of Bandwidth Boosters that maybe purchased via credit card.
- Any iBurst Wireless and iBurst ADSL PPU data used will be billed in 1MB increments or part thereof and will be rounded up to the next MB. Any iBurst HSDPA PPU data used will be billed in 1 byte increments or part thereof and will be rounded off to the nearest cent.
- The Subscriber may cancel PPU by forwarding a written notice to iBurst and cancelation shall be effected within 24 hours upon receipt of the aforesaid written notice.
- Any Subscriber who cancels their iBurst contract within 7(seven) days will be liable for PPU data used.
- Subscribers who have two modems in use on the same account will not be entitled to access PPU.
- Activation of PPU is subject to credit vetting.
- If a Month-2-month contract is declined based on the credit check performed for the activation of PPU, the Subscriber may still apply for a Month-2-month contract.
- iBurst will provide usage updates as accurate and often as possible, however iBurst will not be held liable for any delays or circumstances beyond its control that will prevent it from providing such usage updates.
- "iBurst reserves the right to restrict the 10MB cap on FreeFlo to on-net and/or off-net data".
- These terms and conditions may be amended from time to time and it is the duty of the Subscriber to revisit them.

By accepting these terms and conditions the Subscriber agrees that he/she will use PPU at his/her own choice and that iBurst will not be liable for any loss, costs or damages of whatever nature suffered by the Subscriber or in any way relating to:

- use of PPU
- any failure to receive or any problem with a defect in PPU.
- any failure or interruption in PPU arising from any cause whatsoever, including but not limited to the negligence of iBurst.
- any suspension of PPU in accordance with these terms and conditions.
- The Subscriber's sole and exclusive remedy will be to cease using PPU.