



## **LOC8 TERMS AND CONDITIONS**

### **Uncapped Services**

Loc8 uncapped services have no limit to the volume of data the user/client may use during the Internet connection and the Internet connection will not be subjected to any "shaping or Fair usage policies".

### **Fair Usage Policy (FUP)**

Loc8 reserves the right to apply network traffic engineering policies on any designated service to ensure fair and high-quality access for all our customers. The fair usage policy is dynamic and certain traffic types will be throttled during specified peak traffic times. Further, customers that reach the fair usage levels allocated to their product will also be throttled. What does throttle mean? Throttled data transfer, also known as data transfer throttling or lean data transfer, is the deliberate regulation of the data transfer rate in a communications system. Data transfer throttling can be used in any scenario where it is necessary or desirable to limit the amount of data that can be sent or received per unit time. Each product has allocated FUP threshold parameters.

### **Terms & Conditions:**

1. Pricing is quoted in Namibia dollars.
2. Package pricing excludes 15% VAT.
3. No VAT will be charged for residential customers.
4. The installation will include a CPE, this, however, remains the property of Loc8.
5. Pricing is based on the contract periods stipulated in the agreement
6. Cancellation terms are 90 days before the contract expiry date.
7. Standard Loc8 Acceptable Use Policy applies.
8. Clients are not restricted as to what they use their data for, unless specified, as long as the client does not engage in any unlawful activity, which includes any explicit or offensive content. The client indemnifies Loc8 against any claims, loss (direct and indirect, consequential or otherwise).
9. Some applications transfer data in the background even if the client is not actively sending or receiving data, such as software updates, streaming services, mapping and location-based application services. This may result in higher data usage due to active background applications and the client hereby indemnifies Loc8 from the excessive bandwidth utilization that may be caused and associated with such application activities. Loc8 has no control over the applications installed and used by the client, and as such will not be held liable for high data usage claimed by the client as being irregular.
10. Loc8 can warn, limit or disconnect any client who is reasonably deemed to be abusing their data services.
11. Loc8 can change the prices of any service, alter or introduce new terms and conditions. This change will not be detrimental or to the disadvantage of the client and the clients will be notified 14 days before the change via our website, billboards, social media or direct email whichever media channel is deemed to be most efficient before 14 days.
12. All other standard Loc8's T's and C's apply.
13. FTTX services are only available in areas where there is Fiber coverage, please refer to the coverage maps on our website.
14. Includes drop cable to the premises (aerial, on the wall, or in existing sleeve up to 70m from the pavement).  
The standard installation price is only up to 70m from the closest manhole/draw pit to the termination point. Should the distance exceed 70m a site inspection has to be done and a quotation will be provided. Includes ONT with Wi-Fi. Maximum Wi-Fi radius of 30m, and this may vary due to your surroundings.