

SOLID FIBRE GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS (this "Agreement") are entered into between Solid Fibre (Pty) Ltd, (registration number: 2018/052753/07) ("Provider/us") and entity set out in any OF ("Customer/you"). Provider and Customer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

1. DEFINITIONS

- 1.1. "Acceptance Date" means the date on which the Customer accepted the Agreement, be that in writing or by way of electronic medium, for example by clicking "I agree" on a web page or via your mobile phone, or telephonic acceptance;
- 1.2. "Activation Date" means the date on which Provider will give you access to and/or enable you to use a product or service;
- 1.3. "Business Day" means Monday to Friday, but excludes Saturday, Sunday and a day which is an official public holiday in the Republic of South Africa;
- 1.4. "Electronic Communications Act" means the Electronic Communications Act, 2005;
- 1.5. "ECT Act" means the Electronic Communications and Transactions Act, 2002;
- 1.6. "Customer Premises" shall mean any location or locations off the SOLID FIBRE Network selected by Customer to which the Services will be delivered in South Africa;
- 1.7. "Default Interest Rate" shall mean an annual interest equal to ten percent (10%) (annual, compounded monthly).
- 1.8. "Equipment" means any customer premise equipment provided and/or installed by Provider at Customer's Premises on the basis of a loan, rental or otherwise, to enable Customer to utilize the Services;
- 1.9. "Force Majeure Event" shall mean an event that is beyond the reasonable control of a Party that has occurred without its fault or negligence;
- 1.10. "Governmental Authority" means any governmental, administrative, judicial, regulatory, self-regulatory or government owned or controlled body, department, commission, authority, tribunal, agency or entity to whose jurisdiction any Party may be subject;
- 1.11. "Legal Notices Website" means <http://www.solidfibre.co.za/legal>;
- 1.12. "Laws" shall mean all laws (statutory, judicial or otherwise), regulations, judgments, rules, orders, directives and requirements of any Governmental Authority;
- 1.13. "NCA" means the National Credit Act, 34 of 2005;
- 1.14. "Notice of Completion" shall mean a written notice from Provider that the Services have been installed and tested by Provider and is functioning properly in accordance with the specifications set forth in the applicable OF;
- 1.15. "OF" shall mean the order form designated by Provider that sets out the details of Services to be provided by Provider;
- 1.16. "SOLID FIBRE Network" shall mean the telecommunications network which carries Customer traffic between equipment that is owned and / or operated by Provider, including any Provider equipment and/or facilities;
- 1.17. "Service Charges" shall mean the installation fee and/or monthly recurring fees or charges payable by Customer to Provider for the Services, as identified in the OF.
- 1.18. "Service Commencement Date" shall mean the first to occur of the date set forth in any OF or the date of the relevant Notice of Completion;
- 1.19. "Website" means <http://www.solidfibre.co.za>

2. GENERAL

2.1. This Agreement shall apply to the appointment of Provider by Customer for the provision of any electronic communication services, provision of the Equipment and/or related services as set out in an OF, and which OF is incorporated into this Agreement by reference ("Services"). The terms of an OF shall take precedence over any conflicting terms under this Agreement.

3. SERVICE ORDERS AND CREDIT APPROVAL

3.1. To order any Service, Customer shall submit an OF requesting Services.

3.2. Customer hereby authorizes Provider to carry out any credit check required by Provider regarding Customer or, as applicable, prior to entering into and executing an OF.

4. COMMENCEMENT, DURATION, TERMINATION AND COOLING-OFF

4.1. This Agreement shall commence upon acceptance of the terms of this Agreement by Provider by way of confirmation of acceptance of the OF which is provided upon request ("Effective Date") to you. The commencement of the Services shall be the Service Commencement Date.

4.2. The term of this Agreement shall commence as of the Effective Date and shall continue in effect for the minimum period set out in an OF (the "Term").

4.3. You may cancel the Agreement either on the expiry of the fixed period or on at least 20 (twenty) Business Days written notice to Provider at any time prior to the expiry of the Initial Fixed Period. If the Agreement is not cancelled by you or by us prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar months' notice to Provider, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. Provider will notify you not more than 80 (eighty) Business Days and not less than 40 (forty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.

4.4. In the event of a month to month agreement, you are required to give the Provider 1 (one) calendar month written notice of your intent to cancel the service.

4.5. In the event of a 12 (twelve) or 24 (twenty four) months term contract agreement, you are required to give the Provider 2 (two) calendar months written notice of your intent to cancel the service.

4.6. Provider may cancel the Agreement –

4.6.1. 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach within such time.

4.7. In the event that you cancel the Agreement prior to the expiry of the Initial Fixed Term, you may remain liable for all amounts owing up to the date of cancellation and in addition Provider will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term in accordance with clause 8.5. hereunder).

4.8. Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to Provider as a result of the use of or access to the product or service and the Agreement shall be deemed to continue to apply until such time as all amounts due to provider have been paid in full.

4.9. With reference to the service level descriptions (SLD) below, clause 6 (including sub-clauses 6.1, 6.2, 6.3, 6.4, 6.5). Customer may terminate the service in accordance with clauses 4.3 and 4.4 above. Provided the Provider has been given sufficient time frame of 5 (five) working days, to rectify the issue/s.

5. NCA AND ECT ACT

5.1. Although the Agreement is not a credit agreement as contemplated in the NCA, your application for a service or product may be subject to a credit referencing or risk assessment process. This means that Provider may utilise the information provided by you including your personal information and request and receive information about you and your credit record ("Assessment Information") from registered credit bureaus in order to determine whether you will be in a position to meet your obligations under the intended Agreement. Provider will be entitled to decline to activate a product or service that you apply for if Provider reasonably determines that you may not be able to meet your commitments under the Agreement.

5.2. Provider is entitled to perform these assessments each time you apply for a service or product.

5.3. The consumer protection provisions of the ECT Act, apply to transactions and communications that are executed electronically by a natural person. It also does not apply to paper based transactions, e.g. where you apply for a service or product by completing an OF in writing.

6. SERVICE LEVELS

6.1. Services levels descriptions (SLD) for each Service will be specified in the relevant OF.

6.2. To report issues related to Service performance, you may contact Provider at the email address or online portal address provided by Provider from time-to-time. In order for Provider to investigate any reported issues, Customer agrees to provide Provider with supporting information as reasonably requested by Provider in accordance with the provisions of its Code of Conduct and Service Charter, which are available on our Website under Legal.

6.3. All Internet services referenced are 'Best Effort' and speeds advertised are 'up to' the specified maximum speed per package.

6.4. All Internet services are contended 'Internet' based services with a maximum contention of 1:4.

6.5. All value-added services including software applications and Voice over IP services are 'Cloud Based' services and service levels or performance may be impacted by the service quality of the Internet Service.

6.6. Provider will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this. Provider is committed to provide you with uninterrupted services. However, Provider cannot guarantee that service and the allocated capacity will always be available.

7. CHANGE OF PREMISES

7.1. In the event that Customer decides to move and/or relocate to a different location and/or premises, Provider shall, provided the new location is in an area, where Provider operates a SOLID FIBRE Network and subject to the provisions of this Agreement move the product and/or service described in the OF and Equipment to the new premises and/or location in which case a new installation fee will be payable.

8. PAYMENT TERMS

8.1. Unless otherwise agreed in OF, billing will commence on the Activation Date.

8.2. Provider shall invoice all Service Charges in advance, except for charges that are dependent on usage, which shall be billed in arrears. Customer shall pay all amounts due to Provider in the manner designated by Provider within the period specified on the respective invoice (the "Due Date"). Customer shall ensure that all payments are made free of bank charges.

8.3. All Service Charges, fees and expenses set out in the OF are inclusive of all applicable taxes and duties, which taxes and duties shall be payable by the Customer.

8.4. Any overdue Service Charges or other amounts due under this Agreement (including any OFs), shall accrue interest at the Default Interest Rate. Such interest shall accrue from the day following the date payment of the amounts was due until the date such overdue amounts are paid in full, and such interest shall be payable as specified in an invoice.

8.5. In the event that Customer terminates the Agreement and/or any OF before the specified period for installation referenced in the OF, Customer shall pay to Provider a termination charge equal to a minimum of 1 (one) months of the Service Charges.

8.6. Customer is responsible for all Service Charges incurred with respect to Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by Provider or its employees.

8.7. Should you fail to pay any amount on the due date for payment then Provider may, without prejudice to any of its other rights and remedies:

8.7.1. Take all such further steps as may be necessary to recover the outstanding amount

from you, including without limitation the use of debt collection mechanisms;

8.7.2. Suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or

8.7.3. Subject to clause 4, terminate this Agreement with immediate effect.

8.8. In the event of provider suspending your access to the service, Provider reserves the right to continue to charge you the minimum required to keep your account activated for the period of suspension, unless terminated by you in terms of the Agreement.

8.9. To the extent that Provider incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.

8.10. Unless otherwise specified in the OF or other the Customer Premises shall be the customer *domicilium citandi et executandi* and notices and pleadings may be served.

9. BREACH

9.1. Subject to any other provisions set out in these general terms and conditions or the OF and without prejudice to any of these provisions, should you be in breach of any provision of this Agreement, then Provider shall be entitled, without prejudice to any other rights that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:

9.1.1. afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or

9.1.2. Suspend your access to a service; or

9.1.3. Cancel all agreements concluded between us; or

9.1.4. Claim immediate performance and/or payment of all your obligations in terms hereof.

9.2. Should Provider suspend, disconnect or terminate your service, Provider will be entitled to, charge you a fee for reconnecting your service.

10. EQUIPMENT

10.1. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

10.1.1. You will take reasonable care with such Equipment;

10.1.2. You may not sell, lease, mortgage, transfer, assign or encumber such Equipment;

10.1.3. You may not re-locate such Equipment without our knowledge and permission;

10.1.4. You will inform any landlord that such Equipment is owned by Provider and therefore not subject to any landlord's hypothec;

10.1.5. Not to procure repair or maintenance of the Equipment by any third party without the prior written consent of Provider; and

10.1.6. You will return such Equipment to us at your own expense upon termination of the services to which the Equipment relates.

10.2. If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

10.3. You authorise us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.

10.4. All risk in and to the Equipment shall pass to Customer on delivery thereof at the Customer Premises, and Customer shall be liable for any and all loss, theft or destruction of or damage of such Equipment, including electrical surges. Customer is required to provide the necessary surge protection adapter.

10.5. In the event of damage to or the loss, theft or destruction of the Equipment or any portion thereof after delivery of the Equipment, Customer shall be obliged to replace and/or repair or to pay to Provider the cost of replacing and/or repairing the Equipment so damaged, lost, stolen or destroyed.

10.6. Customer undertakes:

10.6.1. to apply a degree of care no less than it would have if the Equipment belonged to it and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment;

10.6.2. not, in any manner, alienate, encumber or otherwise dispose of the Equipment.

11. FORCE MAJEURE

11.1. Except for any payment obligations of Customer under this Agreement, Provider shall not be held responsible for any delay or failure in performance of any of its obligations under this Agreement, to the extent such delay or failure is caused by a Force Majeure Event.

12. RETURN, EXCHANGE AND REFUNDS

12.1. Provider's policy in respect of exchanges, returns and refunds depends on, *inter alia*, the type goods and the policy of the manufacturer or supplier thereof. Where the CPA applies to you, Provider's policy in this regard will comply with the requirements of the CPA in relation to exchanges, returns and refunds.

12.2. Warranties, if any, will ordinarily be included in the hardware packaging.

12.3. Where the CPA applies to you and/or the product or service in question, Provider will provide, the warranties, undertakings and assurances as required under the CPA but subject to any limitations and restrictions as allowed under the CPA.

13. INDEMNITY

13.1. You hereby unconditionally and irrevocably indemnify Provider and agree to indemnify and hold Provider harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by Provider as a result of any claim instituted against Provider by a third party (other than you) as a result of (without limitation):

13.2. your use of our services or products other than as allowed or prescribed in the Agreement;

13.3. any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

14. CESSION AND DELEGATION

14.1. You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of the Agreement without the prior written approval of Provider. Provider shall be entitled to sell, cede, assign, delegate, alienate, dispose of or transfer any or all of its rights and obligations under and in terms of the Agreement to any of its Affiliates or to any third party without your consent and without notice to you. "Affiliates" for this purpose includes Provider's holding company, the holding company(ies) of Provider's holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by Provider or are under common control with Provider.

15. GENERAL

15.1. Subject to your right to cancel as provided in this Agreement, Provider reserves the right to amend the Agreement, including its charges, from time to time on written notice to you, which notice may be sent by email to you and/or which notice may be effected by publishing any new version of the Agreement on our Website together with the date on which it will become effective, which will (save as otherwise provided for herein) if reasonably possible, at least be 30 (thirty) days after the date on which it is first published. It is your obligation to visit our Website on a regular basis in order to determine whether any amendments have been made.

15.2. If you do not agree to the amendments, you may cancel the Agreement subject to the cancellation provisions of this Agreement, provided that written notice of cancellation must be given to us within 30 (thirty) calendar days of the date of notification to you of any

such amendments.

15.3. Subject to Provider's right to amend the Agreement, the parties acknowledge and agree that the Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of the Agreement not incorporated in the Agreement shall be binding on the parties. Unless otherwise provided herein, no changes or cancellation of the Agreement by you, including any changes to the OF will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service.

15.4. Provider is in terms of section 43 of the ECT Act required to make its contact details and certain other information available to its users who enter into electronic transactions with provider. This information is available under "ECT Act Information" under Legal on our Website.

15.5. No indulgence, leniency or extension of time which Provider may grant or show to you shall in any way prejudice Provider or preclude Provider from exercising any of its rights in the future.

15.6. In the event of any one or more of these terms and conditions being unenforceable, these clauses will be deleted and severed from the remainder of the Agreement, which will nevertheless continue to apply, be binding and enforceable.

15.7. You warrant that as at the date of signature of the Application Form, all the details furnished by you to Provider are true and correct and that you will notify provider in the event of any change to such details.

16. ACCEPTABLE USE POLICY

16.1. Customers shall comply with Provider's Acceptable Use Policy available at <http://www.solidfibre.co.za/legal> . Customer is solely responsible for ensuring that internal users make use of the Services lawfully and that Customer and its internal users comply with all applicable Laws, the terms of this Agreement (including any applicable OF) and the Acceptable Use Policy.