



Reg Nr: 2007/252328/23

☎ 016 422 6230 ✉ info@neofibre.com 🌐 www.neofibre.com 📍 21 Merriman Ave, Vereeniging , 1939

TERMS AND CONDITIONS FOR ALL OUR FIBRE PACKAGES

1. DEFINITIONS

These definitions shall apply equally to all documents which form part of the Agreement:

- 1.1. “Acceptance Date” means the date on which the Customer accepted the Agreement and this may include acceptance in writing, telephonically or electronically, such electronic acceptance includes clicking “I agree” on a web page or on your mobile device;
- 1.2. “Agreement” means:
 - 1.2.1. these Terms and Conditions;
 - 1.2.2. the FTTH Terms and Conditions;
 - 1.2.3. the AUP;
 - 1.2.4. the FUP;
 - 1.2.5. the Application Form completed by the Customer in order to contract for the Services and Products with NEOFIBRE AND OR 3RD PARTY; and
 - 1.2.6. any addendum concluded by NEOFIBRE AND OR 3RD PARTY and the Customer.
- 1.3. “Application Form” means the documents, including in an electronic form, on which the Customer, amongst other things, applied for the provision of the Services and Products by NEOFIBRE AND OR 3RD PARTY;
- 1.4. “AUP” means NEOFIBRE AND OR 3RD PARTY’s Acceptable Usage Policy which shall form part of this Agreement and which policy the Customer agrees to adhere to;
- 1.5. “Business Days” means any day other than a Saturday, Sunday or a public holiday officially recognised as such in the Republic of South Africa;
- 1.6. “CPA” means the Consumer Protection Act, 68 of 2008;
- 1.7. “Customer” means the person referred to as such on the Application Form and who utilises or has applied to utilise NEOFIBRE AND OR 3RD PARTY’s Services and Products and who is bound to the Agreement;
- 1.8. “Effective Date” means the date on which NEOFIBRE AND OR 3RD PARTY gives the Customer access to and/or enables the Customer to use the Services and Products;
- 1.9. “Equipment” means any device, equipment or hardware used to access the Services and

Products or used in conjunction with the Services and Products and which shall include the router;

1.10. "FNO" means a fibre network operator who, amongst other things, builds and owns the physical infrastructure that is used to deliver fibre;

1.11. "FTTH" means fibre to the home;

1.12. "FTTH Terms and Conditions" means the terms and conditions which are applicable to the Customer's use of the FTTH;

1.13. "FUP" means NEOFIBRE AND OR 3RD PARTY's Fair Usage Policy which shall form part of this Agreement and which policy the Customer agrees to adhere to;

1.14. "Installation Fee" means the fee payable for installing the FTTH line and which fee will differentiate between the specific FNOs;

1.15. "Intellectual Property Rights" means patents, registered designs, trademarks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights;

1.16. "ISP" means Internet Service Provider;

1.17. "Juristic Person" means a company, close corporation, a body corporate, partnership, association or trust;

1.18. "Malicious Code" means anything that contains any computer software routine or code intended to:

1.18.1. allow unauthorised access or use of a computer system by any party;

1.18.2. disable, damage, erase, disrupt or impair the normal operation of a computer system;

1.18.3. and includes any back door, time bomb, trojan horse, worm, drop dead device or computer virus.

1.19. "Parties" means NEOFIBRE AND OR 3RD PARTY and the Customer collectively and "Party" shall mean either of them as the context may dictate;

1.20. "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 70 of 2002;

1.21. "Router Fee" means the fee payable for the FTTH router;

1.22. "NEOFIBRE AND OR 3RD PARTY" means NEOFIBRE AND OR 3RD PARTY (Pty) Ltd, a private company registered as such in South Africa;

1.23. "NEOFIBRE AND OR 3RD PARTY's System" means equipment operated together as a system by NEOFIBRE AND OR 3RD PARTY to provide any Services and Products, including, without limitation, servers, peripherals, routers, switches, cables, software, databases, generators;

1.24. "Services and Products" means the provision of internet services, information technology services and any other products or services related thereto, provided by NEOFIBRE AND OR 3RD PARTY to the Customer and as specifically applied for by the Customer on the Application Form;

1.25. "Service Fee" means the amount payable by the Customer to NEOFIBRE AND OR 3RD PARTY for the Services and Products;

1.26. "Terms and Conditions" means these General Terms and Conditions as stipulated herein;

1.27. "Uncontrollable Event" means, inter alia, any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorder or any other cause beyond the reasonable control of NEOFIBRE AND OR 3RD PARTY including the termination or suspension of a service or product provided by an FNO and / or a third party supplier, that may result in a delay or a failure to provide any Services and Products;

1.28. "VAT" means value-added tax charged in terms of the VAT Act;

1.29. "VAT Act" means the Value-Added Tax Act, 89 of 1991.

2. CONSUMER PROTECTION ACT, 68 OF 2008

2.1. To the extent that there is any inconsistency between the Agreement and the CPA, the CPA shall take precedence.

3. DURATION

3.1. The provisions of the Agreement shall be effective from the Acceptance Date and shall endure indefinitely until it is cancelled in terms of the Agreement. NEOFIBRE AND OR 3RD PARTY will provide the Customer with access to the Services and Products from the Effective Date.

3.2. The Customer is solely responsible for ensuring that their choice of the Services and Products conforms to their requirements or desired outcome. NEOFIBRE AND OR 3RD PARTY will not be liable should the Customer select the incorrect Services and Products.

3.3. The Parties agree that, in the event that NEOFIBRE AND OR 3RD PARTY is unable to activate the Services and Products which the Customer has applied for within 30 (thirty) days of the Acceptance Date (or such extended period as NEOFIBRE AND OR 3RD PARTY may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and neither Party shall have any liability to the other as a result of the termination.

3.4. Should the Agreement be for a fixed term (such fixed-term having been selected by the Customer as a contract option, namely, either 1 (one) month, 12 (twelve) months or 24 (twenty-four) months from the Effective Date (either of these periods hereinafter referred to as "the Initial Period")):

3.4.1. and should the Customer be a natural person,

3.4.1.1. the Customer may:

3.4.1.1.1. cancel the Agreement on the expiry of the Initial Period and, in order to do this, shall provide NEOFIBRE AND OR 3RD PARTY with one calendar month's (from 1st of the month to the last day of the month) notice by logging a support ticket by emailing accounts@neofibre.com; or

3.4.1.1.2. on at least 20 (twenty) Business Days written notice to NEOFIBRE AND OR 3RD PARTY at any time prior to the expiry of the Initial Period by emailing accounts@neofibre.com

3.4.1.1.3. alternatively, should the Agreement not be cancelled as per clauses 3.4.1.1.1 or 3.4.1.1.2 above, it will automatically continue on a monthly basis and will be terminable by either NEOFIBRE AND OR 3RD PARTY or the Customer on a calendar month's (from 1st of the month to the last day of the month) written notice to the other Party.

3.4.1.2. NEOFIBRE AND OR 3RD PARTY may:

3.4.1.2.1. should the Customer have materially breached the Agreement, terminate the Agreement if the Customer fails to rectify the breach after 20 (twenty) Business Days' notice from NEOFIBRE AND OR 3RD PARTY calling upon the Customer to rectify its breach;

3.4.2. and should the Customer be a Juristic Person, the Customer may:

3.4.2.1. not cancel the Agreement during the Initial Period other than due to a material unremedied breach committed by NEOFIBRE AND OR 3RD PARTY; or

3.4.2.2. cancel the Agreement on the expiry of the Initial Period and, in order to do this, shall provide NEOFIBRE AND OR 3RD PARTY with one calendar month's notice by logging a support ticket by emailing info@neofibre.com;

3.4.2.3. alternatively, at the expiry of the Initial Period, should the Agreement not have been cancelled as per the above, the Agreement will automatically renew and will continue on a monthly basis, terminable by either Party on one month's notice, on revised terms, including revised pricing, which terms NEOFIBRE AND OR 3RD PARTY will notify the Customer of prior to the expiry of the Initial Period.

3.5. Should the Customer cancel the Agreement during the Initial Period, the Customer will remain liable for all amounts owing up to the date of cancellation and, in addition to this, NEOFIBRE AND OR 3RD PARTY will be entitled to impose a reasonable cancellation penalty and the Customer shall be liable to reimburse NEOFIBRE AND OR 3RD PARTY for the following: the Router Fee (where applicable), the Installation Fee (provided there was not already a fibre line when the Customer applied to NEOFIBRE AND OR 3RD PARTY for the Services and Products) and the courier charges, insofar as they are applicable, in accordance with the FTTH Terms and Conditions.

3.6. Upon termination of the Agreement, NEOFIBRE AND OR 3RD PARTY or its partners shall be entitled to retrieve all or any Equipment installed by the partner or NEOFIBRE AND OR 3RD PARTY at the Customer's premises.

Lorem ipsum

3.7. Save as specifically provided for above, this Agreement may be terminable by either Party on 1 (one) calendar month's written notice unless the Customer has materially breached the Agreement, in which case, NEOFIBRE AND OR 3RD PARTY will provide the Customer with reasonable notice to rectify the breach, this reasonable notice being 5 (five) Business Days unless the Customer can prove that this is unreasonable and, should the Customer fail to rectify the breach within such reasonable period, NEOFIBRE AND OR 3RD PARTY may terminate the Agreement.

3.8. Notwithstanding termination of this Agreement, should the Customer continue to utilise the Services and Products of NEOFIBRE AND OR 3RD PARTY, the Customer will remain liable for all amounts which would have been due to NEOFIBRE AND OR 3RD PARTY and the Agreement shall be deemed to continue to apply until all amounts due to NEOFIBRE AND OR 3RD PARTY are paid.

4. SERVICE FEE, PAYMENT AND THE CONSEQUENCES OF BREACH OF PAYMENT TERMS

4.1. Billing will commence on the Effective Date. Notwithstanding the aforesaid, NEOFIBRE AND OR 3RD PARTY reserves the right to bill the Customer for any non-recurring charges prior to the Effective Date. NEOFIBRE AND OR 3RD PARTY reserves the right to prohibit the Customer's access and use of the Services and Products until such time as these non-recurring charges have been settled in full.

4.2. All fees and other amounts payable are quoted exclusive of VAT unless specified otherwise by NEOFIBRE AND OR 3RD PARTY.

4.3. The Customer agrees to pay NEOFIBRE AND OR 3RD PARTY for the Services and Products as set out in the Application Form and this Agreement one month in advance on the last working day of each and every calendar month.

4.4. The Customer agrees to pay all amounts free of exchange and without deduction or set-off by way of a direct debit order in favour of NEOFIBRE AND OR 3RD PARTY, drawn against an existing bank account nominated by the Customer, or in such other manner as agreed by NEOFIBRE AND OR 3RD PARTY from time to time.

4.5. If the Customer's debit order bounces for any reason, NEOFIBRE AND OR 3RD PARTY reserves the right to resubmit the debit order.

4.6. Should the Customer pay by way of debit order, the Customer agrees that:

4.6.1. NEOFIBRE AND OR 3RD PARTY will be entitled and authorised to draw all amounts payable in terms of this Agreement from the account specified by the Customer and the Customer will sign all such forms and do all such things as may be necessary to give effect to the debit order;

4.6.2. NEOFIBRE AND OR 3RD PARTY is entitled to debit the Customer's bank account on the first debit order run date after the Effective Date, provided that if the Effective Date is after the debit order run date for a particular month, NEOFIBRE AND OR 3RD PARTY will debit the Customer's account on the following debit order run date and the Customer's first bill will therefore include a pro-rata portion for the remaining period of the month in which the Customer had its Effective Date plus the full Service Fee for the succeeding month;

4.6.3. the Customer will not revoke or terminate the debit order instructions until termination of this Agreement and until all amounts due and owing to NEOFIBRE AND OR 3RD PARTY have been fully paid.

4.6.4. Should the Customer's debit order be rejected by their bank, NEOFIBRE AND OR 3RD PARTY will charge a Rejection Fee of R50 (Fifty Rand) for the first rejection, and R100 (One Hundred Rand) for any subsequent rejections.

4.7. Should the Customer fail to pay any amount to NEOFIBRE AND OR 3RD PARTY on the due date for such payment, NEOFIBRE AND OR 3RD PARTY may, without prejudice to any other rights which it may have:

4.7.1. suspend the Customer's access and use of the Services and Products, in which case NEOFIBRE AND OR 3RD PARTY reserves the right to continue charging the Customer the minimum amount required to keep the Customer's account activated for the suspended period; or

4.7.2. terminate this Agreement.

4.8. NEOFIBRE AND OR 3RD PARTY will use reasonable endeavours to keep the Customer informed about the possibility of disconnection in the case of non-payment.

4.9. Interest will be charged on any amount that remains unpaid by the Customer beyond the due date for payment. The interest rates will be 2% (two percent) above the prime overdraft rate. The interest will be calculated from the due date for payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears. The Customer agrees and undertakes to pay the interest.

4.10. To the extent that NEOFIBRE AND OR 3RD PARTY incurs any additional expenditure relating to the tracing and / or collection of unpaid amounts, those costs shall be for the Customer's account.

4.11. If any changes are proposed to any terms of an agreement between NEOFIBRE AND OR 3RD PARTY and an FNO and / or any third party supplier, which impacts on the provisions of any Services and Products of this Agreement, or if any changes to this Agreement are necessary because of new and / or amended legislation and / or changes to NEOFIBRE AND OR 3RD PARTY's license conditions and / or changes to NEOFIBRE AND OR 3RD PARTY's Services and Products and / or fees and charges relating thereto, NEOFIBRE AND OR 3RD PARTY shall be entitled to amend the terms, fees or charges for the Services and Products at any time on 30 (thirty) days' notice to the Customer. The Customer agrees however that should the FNO and / or third party supplier not provide NEOFIBRE AND OR 3RD PARTY with timeous written notice, or should any other circumstances beyond the reasonable control of NEOFIBRE AND OR 3RD PARTY occur which does not enable NEOFIBRE AND OR 3RD PARTY to reasonably have the opportunity to give 30 (thirty) days' notice, then NEOFIBRE AND OR 3RD PARTY will provide written notice to the Customer within a reasonable period of time after NEOFIBRE AND OR 3RD PARTY is so notified. The amendment will take effect on the date indicated in the notice.

4.12. The Customer specifically agrees that it will remain liable to pay NEOFIBRE AND OR 3RD PARTY for his / her use of the Services and Products, notwithstanding the fact that the Customer does not have access to the premises to which the Services and Products are supplied. Should the Services and Products be supplied to the premises as per the Agreement, the Customer will be liable to pay NEOFIBRE AND OR 3RD PARTY.

5. CREDIT CHECK

5.1. The Customer hereby consents to:

5.1.1. NEOFIBRE AND OR 3RD PARTY performing a credit search with a registered credit bureau, and providing personal information to the credit bureau in order for this search to be performed, when assessing the Customer's application for the Services and Products to be provided by NEOFIBRE AND OR 3RD PARTY and to rely on such information when deciding whether or not to provide the Services and Products to the Customer;

5.1.2. NEOFIBRE AND OR 3RD PARTY monitoring the Customer's continued payment behaviour as recorded by a registered credit bureau and to use such information when assessing the continued provision of the Services and Products to the Customer;

5.1.3. NEOFIBRE AND OR 3RD PARTY recording the Customer's payment behaviour and, should

the Customer continually default in its payments to NEOFIBRE AND OR 3RD PARTY, to report such behaviour to a registered credit bureau.

6. CUSTOMER'S ACCESS

6.1. Subject to the provisions of this Agreement, NEOFIBRE AND OR 3RD PARTY will provide the Customer with access to the Services and Products from the Effective Date.

6.2. NEOFIBRE AND OR 3RD PARTY will issue the Customer with a username and password to allow the Customer access to the Services and Products.

6.3. The Customer agrees that:

6.3.1. the Services and Products will be utilised for his / her own personal use only and therefore the Customer may not share the username and password with other third parties thereby granting them access to the Services and Products;

6.3.2. he / she will maintain the confidentiality of the username and password;

6.3.3. he / she will notify NEOFIBRE AND OR 3RD PARTY should the username or password be compromised;

6.3.4. he / she is solely responsible for the payment for the Services and Products;

6.3.5. should any persons utilise the Services and Products with the Customer's authorisation, the Customer is to ensure that such persons comply with the provisions of this Agreement and, in this regard, the Customer agrees that all acts or omissions of persons who utilise the Services and Products under the Customer's account or with the Customer's authorisation will be treated, for all purposes, as the Customer's acts or omissions;

6.3.6. he / she has read and understood NEOFIBRE AND OR 3RD PARTY's AUP and FUP and agrees to be bound thereby.

7. THE DELIVERY AND AVAILABILITY OF THE SERVICES AND PRODUCTS

7.1. The Customer agrees that the Services and Products are provided by NEOFIBRE AND OR 3RD PARTY as a "best effort" service with no service levels of any nature being offered.

7.2. The Services and Products are provided "as is" or "as available". NEOFIBRE AND OR 3RD PARTY does not make any express or implied representations, warranties or guarantees with regard to:

7.2.1. the quality or security of the Services and Products;

7.2.2. the availability of the Services and Products;

7.2.3. the Services and Products being free of errors or interruptions and fit for any purpose;

7.2.4. the Services and Products being secure and reliable.

7.3. NEOFIBRE AND OR 3RD PARTY will use its best endeavours to notify the Customer in advance of any maintenance or repairs which may result in the unavailability of the Services and Products but cannot guarantee that it will be able to provide such notification timeously or at all.

7.4. Should the Customer experience any faults in the Services and Products, the Customer is to report such fault by logging a support ticket by emailing support@neofibre.com

7.5. Due to the nature of certain Services and Products, NEOFIBRE AND OR 3RD PARTY cannot guarantee the speed of the Services and Products and best effort will be made by NEOFIBRE AND OR 3RD PARTY to troubleshoot the Customer's Services and Products.

8. DATA

8.1. NEOFIBRE AND OR 3RD PARTY will not be liable for any direct or indirect loss or damage of any kind which the Customer may suffer as a result of the loss of the Customer's data, or any part thereof, for any reason whatsoever.

9. PROTECTION OF NEOFIBRE AND OR 3RD PARTY'S SYSTEM

9.1. The Customer agrees that it will not do anything which will compromise the security of NEOFIBRE AND OR 3RD PARTY's System or any other network connected to NEOFIBRE AND OR 3RD PARTY's System.

9.2. The Customer agrees that it will not do anything which may prejudice NEOFIBRE AND OR 3RD PARTY's System and will take all reasonable measures to ensure that:

9.2.1. no unlawful access is gained to NEOFIBRE AND OR 3RD PARTY's System;

9.2.2. no Malicious Code is introduced into NEOFIBRE AND OR 3RD PARTY's System;

9.2.3. the Customer's information and data is adequately protected.

9.3. If NEOFIBRE AND OR 3RD PARTY is of the view that a security violation has occurred or is imminent, NEOFIBRE AND OR 3RD PARTY may take whatever steps it considers necessary to maintain the proper functioning of the NEOFIBRE AND OR 3RD PARTY System, including, without limitation:

9.3.1. changing the Customer's access codes and password; and

9.3.2. preventing the Customer's access to NEOFIBRE AND OR 3RD PARTY's System.

9.4. The Customer agrees that it will provide its full cooperation to NEOFIBRE AND OR 3RD PARTY in any investigation that may be carried out by NEOFIBRE AND OR 3RD PARTY regarding a security violation.

10. RICA

10.1. NEOFIBRE AND OR 3RD PARTY shall not be liable to the Customer for any losses, liabilities, damages, claims, costs or expenses which the Customer may suffer as a result of NEOFIBRE AND OR 3RD PARTY performing any activity which NEOFIBRE AND OR 3RD PARTY is obliged to perform in terms of RICA.

11. INTELLECTUAL PROPERTY

11.1. The Customer agrees to comply with all laws applicable to any Intellectual Property Rights in respect of any data accessed, retrieved or stored by the Customer through the use of the Services and Products.

11.2. NEOFIBRE AND OR 3RD PARTY will wholly and exclusively retain ownership of all existing Intellectual Property Rights and shall become the exclusive and unencumbered owner of all Intellectual Property Rights associated with NEOFIBRE AND OR 3RD PARTY's System and the Services and Products.

12. BREACH

12.1. Subject to any other provision contained in the Agreement including clause 3 above, and without prejudice to any other rights which NEOFIBRE AND OR 3RD PARTY may have, should the Customer breach any provision of the Agreement and fail to rectify the breach within 5 (five) Business Days' notice thereof (such notice period being dependent on the nature of the breach in question), NEOFIBRE AND OR 3RD PARTY shall be entitled to:

12.1.1. suspend the Customer's access to the Services and Products;

12.1.2. cancel the Agreement and thereby terminate the Customer's access to the Services and Products;

12.1.3. claim immediate performance by Customer of his / her obligations.

12.2. Should NEOFIBRE AND OR 3RD PARTY suspend or terminate the Services and Products, and the Customer thereafter rectifies its breach, NEOFIBRE AND OR 3RD PARTY will be entitled to charge the Customer for reconnecting the Services and Products and for any administrative fees associated therewith. The reconnection fee and administrative fee will be payable by the Customer

prior to the Services and Products being reactivated. The Customer agrees that it will take up to 3 (three) Business Days for the Services and Products to be reconnected by NEOFIBRE AND OR 3RD PARTY.

13. JURISDICTION AND GOVERNING LAW

13.1. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the Customer and NEOFIBRE AND OR 3RD PARTY consent to the Courts of the Republic of South Africa to adjudicate any dispute which may arise between them.

14. LIMITATION OF LIABILITY AND INDEMNITY

14.1. NEOFIBRE AND OR 3RD PARTY will not be liable to the Customer or any third party in respect of any and all damages, loss, claims or costs, of whatever nature and howsoever arising when utilising the Services and Products.

14.2. This clause shall apply to the benefit of NEOFIBRE AND OR 3RD PARTY, including NEOFIBRE AND OR 3RD PARTY's directors, officers, employees, contractors, agents and other representatives.

14.3. NEOFIBRE AND OR 3RD PARTY does not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any of the Services and Products.

14.4. Without limiting the foregoing, NEOFIBRE AND OR 3RD PARTY shall not be liable for and the Customer will have no claim of whatsoever nature against NEOFIBRE AND OR 3RD PARTY because of:

14.4.1. the loss of or access to any usernames and passwords which the Customer is required to safeguard and not allow unauthorised access, on the understanding that NEOFIBRE AND OR 3RD PARTY will be entitled to assume that the Customer is the person so using or gaining access to any service or account where the Customer's username or password is used;

14.4.2. any unauthorised access to the Customer's Services and Products;

14.4.3. any unavailability of, or interruption in the Services and Products due to an Uncontrollable Event;

14.4.4. any damage, loss, cost or claim which the Customer may suffer or incur due to a suspension or termination of the Services and Products.

14.5. If the CPA is applicable to this Agreement, and any provision of this clause is found by a Court or tribunal with competent jurisdiction over NEOFIBRE AND OR 3RD PARTY to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause will have full force and effect.

14.6. To the extent that a competent Court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that NEOFIBRE AND OR 3RD PARTY is liable to the Customer, the Customer agrees that NEOFIBRE AND OR 3RD PARTY's liability to the Customer for any damages howsoever arising shall be limited to the amounts paid by the Customer under this Agreement in consideration for the Services and Products during the immediately preceding 12 (twelve) month period.

14.7. The Customer hereby unconditionally and irrevocably indemnifies NEOFIBRE AND OR 3RD PARTY against any and all loss, damage, claims, liability and / or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by NEOFIBRE AND OR 3RD PARTY because of any claim instituted against NEOFIBRE AND OR 3RD PARTY by a third party due to the Customer's use of the Services and Products other than as is allowed in the Agreement or for any other cause whatsoever relating to the Agreement where the Customer has acted wrongfully or negligently.

15. CESSION AND DELEGATION

15.1. The Customer shall not be entitled to:

15.1.1. cede its rights;

15.1.2. delegate its obligations;

15.1.3. assign its rights and obligations, under this Agreement without the prior written consent of NEOFIBRE AND OR 3RD PARTY.

15.2. NEOFIBRE AND OR 3RD PARTY shall be entitled to:

15.2.1. cede its rights;

15.2.2. delegate its obligations;

15.2.3. assign its rights and obligations, under this Agreement without the prior written consent of the Customer.

16. AGREEMENT SUBJECT TO CHANGE

16.1. Subject to the provisions of this Agreement, NEOFIBRE AND OR 3RD PARTY may amend the Agreement, including its charges from time to time, on written notice to the Customer, which written notice may be sent by email to the Customer and / or which notice may be effected by publishing any new version of the Agreement on NEOFIBRE AND OR 3RD PARTY's website together with the date on which it will become effective, which will, if reasonably possible, be at least 30 (thirty) days after the date on which it was first published. It will be the Customer's duty to visit NEOFIBRE AND OR 3RD PARTY's website on a regular basis to determine whether any amendments have been made.

16.2. If the Customer does not agree to the amendments, the Customer may cancel the Agreement subject to the cancellation provisions of this Agreement, provided that cancellation must be given to NEOFIBRE AND OR 3RD PARTY within 30 (thirty) calendar days of the date of notification of any amendments.

17. NOTICES AND DOMICILIA

17.1. For the purpose of giving of notice and the serving of legal process in terms of this Agreement, the Customer and NEOFIBRE AND OR 3RD PARTY choose a domicilium citandi et executandi ("domicilium") as follows:

17.1.1. THE CUSTOMER:

17.1.1.1. Address: AS SET OUT IN THE CLIENT INFORMATION FROM

17.1.1.2. Email: AS SET OUT IN THE CLIENT INFORMATION FORM

17.1.2. NEOFIBRE AND OR 3RD PARTY:

17.1.2.1. Address: 21 Merriman Avenue, Vereeniging, 1936

17.1.2.2. Email: info@neofibre.com

17.2. The Customer or NEOFIBRE AND OR 3RD PARTY may at any time change, by notice in writing, its domicilium to any other address in the Republic of South Africa which is not a post office box or post restante.

17.3. Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be sent by email to the domicilium chosen.

17.4. A notice given as set out above shall be deemed to have been duly given, if sent by email, on the expiration of 24 (twenty-four) hours after the time of transmission.

18. ENTIRE AGREEMENT

18.1. Subject to NEOFIBRE AND OR 3RD PARTY's right to amend the Agreement, the Customer and NEOFIBRE AND OR 3RD PARTY agree that the Agreement constitutes the whole agreement between them and NEOFIBRE AND OR 3RD PARTY will not be bound by any undertaking, representations, warranties, promises or the like not recorded herein.

18.2. In the event that any terms of the Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

18.3. If a provision of the Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision should be interpreted, insofar as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

19. CUSTOMER'S INFORMATION

19.1. The Customer warrants that, as at the date of signature of the Application Form, all the details furnished by the Customer to NEOFIBRE AND OR 3RD PARTY are true and correct and the Customer will notify NEOFIBRE AND OR 3RD PARTY in the event of any change to such details. The Customer accepts that it will be his / her sole responsibility to ensure the provision of accurate and complete information.

19.2. The Customer warrants that he / she is legally capable of entering into a binding contract.

19.3. The Customer consents to NEOFIBRE AND OR 3RD PARTY processing the Customer's personal information in order for NEOFIBRE AND OR 3RD PARTY to provide the Services and Products to the Customer.

20. NO INDULGENCES

20.1. No indulgence, leniency or extension of time which NEOFIBRE AND OR 3RD PARTY may grant or show to the Customer shall in any way prejudice NEOFIBRE AND OR 3RD PARTY or preclude NEOFIBRE AND OR 3RD PARTY from exercising any of its rights in the future.

21. FTTH TERMS AND CONDITIONS

21.1. In the event of a discrepancy between these Terms and Conditions and the FTTH Terms and Conditions, the FTTH Terms and Conditions shall take precedence.

22. TEMPORARY SUSPENSION

22.1. NEOFIBRE AND OR 3RD PARTY shall be entitled to temporarily suspend the services-

22.1.1. during any technical failure, modification or maintenance of the NEOFIBRE AND OR 3RD PARTY Network;

22.1.2. Should the Customer fail to make payment on time for the services as per their monthly invoice;

22.1.3. Should the Customer fail to comply with any of the terms and conditions of the Agreement;

22.1.4. Suspension or discontinuation of the Services by third party suppliers or the network providers due to problems on their infrastructure;

22.1.5. Non-compliance of the provisions detailed in clause 30;

22.1.6. In response to an instruction given to NEOFIBRE AND OR 3RD PARTY from the Authority or in terms of The Act or some other law or body.

Notwithstanding any suspension of the provision of the Services the Customer shall remain liable to NEOFIBRE AND OR 3RD PARTY for all amounts charged in accordance with the provisions of this Agreement and the Customer agrees that it may not:

22.2.1. withhold any amounts which are owed or may become due and owing to NEOFIBRE AND OR 3RD PARTY;

22.2.2. deduct any monies from the charges to the Customer;

22.2.3. demand any refund or bring any action for damages or otherwise against NEOFIBRE AND OR 3RD PARTY in respect of discontinued Services.

Should the Customer's services be suspended for the reasons set out

in clauses 22.1.2, 22.1.3, and 22.1.5, a suspension fee of R800.00 (Eight Hundred Rand) will be charged per service to the Customer's account. This fee must

be paid prior to any reconnection of the services.

23. APPOINTMENT

23.1. The Customer hereby appoints NEOFIBRE AND OR 3RD PARTY to provide the services to it for the Contract Term subject to these terms and conditions. The parties agree that this appointment shall be on an exclusive basis such that the Customer shall only be entitled to obtain the services from NEOFIBRE AND OR 3RD PARTY and no third party for the duration of this

Agreement.

23.2. NEOFIBRE AND OR 3RD PARTY shall be entitled to appoint any of its Wholesale Suppliers and/ or third-party suppliers ("Appointee") to provide the Services to the Customer. The Customer agrees that in this event, NEOFIBRE AND OR 3RD PARTY will enter into back to back agreements with the Appointee/s and will thus be and remain liable with such Appointee for the due and proper performance by it of all of its duties, functions and obligations under this Agreement.

24. CUSTOMER'S OBLIGATIONS

The Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:

24.1.1. Damages in any way NEOFIBRE AND OR 3RD PARTY 's technical infrastructure or any part thereof;

24.1.2. impairs or precludes NEOFIBRE AND OR 3RD PARTY from being able to provide the Service/s in a reasonable and business-like manner;

24.1.3. constitutes an abuse or malicious misuse of the Service/s; or is calculated to have the abovementioned effect. In such an event, should NEOFIBRE AND OR 3RD PARTY incur expenses to remedy the situation, NEOFIBRE AND OR 3RD PARTY AND OR 3RD PARTY reserves the right to charge the Customer the amount necessary to cover NEOFIBRE AND OR 3RD PARTY AND OR 3RD PARTY's additional expenditure which includes all legal costs incurred on an attorney and own client scale. Notwithstanding the above, NEOFIBRE AND OR 3RD PARTY reserves the right to take any other appropriate action it may deem necessary to remedy the situation. The Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment, or moving the equipment. The Customer acknowledges that it does not own the number that is allocated to it. This number is owned by the Authority and has been allocated to NEOFIBRE AND OR 3RD PARTY as per the provisions of the Act. NEOFIBRE AND OR 3RD PARTY AND OR 3RD PARTY may alter the number or any code which has been allocated to the Customer, as necessitated by the Authority or the network provider who owns the number range. NEOFIBRE AND OR 3RD PARTY AND OR 3RD PARTY will provide the Customer with notice of the number change, after receiving instructions from the Authority or the network provider to change such number or code.

25. WARRANTIES

25.1. NEOFIBRE AND OR 3RD PARTY makes no warranties and representations to the Customer save as may be specifically provided herein or as notified in writing by NEOFIBRE AND OR 3RD PARTY to the Customer from time to time. The Customer acknowledges that NEOFIBRE AND OR 3RD PARTY is not in any way bound by

any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee, representative or any person acting or purporting to act for or on behalf of NEOFIBRE AND OR 3RD PARTY, whether negligently or otherwise unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in writing by an employee duly authorised thereto by the Board of Directors.

25.2. NEOFIBRE AND OR 3RD PARTY warrants and represents that:

25.2.1. it has full capacity and authority and all the necessary licenses, permits and consents to enter into and perform in terms of this Agreement and to provide the Services to the Customer;

25.2.2. it is the owner of or has the right to use under licenses any intellectual property employed by it during or as part of the Services;

25.2.3. the Services shall be provided in accordance with the provisions of this Agreement.

25.3. Save as expressly set out in this Agreement, NEOFIBRE AND OR 3RD PARTY does not make any representations nor give any warranties or guarantees of any nature whatsoever in respect of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.

25.4. Without limitation to the generality above, NEOFIBRE AND OR 3RD PARTY expressly stipulates and the Customer acknowledges that NEOFIBRE AND OR 3RD PARTY cannot warrant or guarantee that the Services and information transmitted to the Customer will at all times -

25.4.1. be free of errors or interruptions;

25.4.2. always be available;

25.4.3. not infringe on any third parties' rights;

25.4.4. be preserved or sustained in its entirety;

25.4.5. be delivered to any or all of the intended recipients;

25.4.6. be suitable for any purpose

25.4.7. be free of inaccuracies or defects or bugs or viruses of any kind; or

25.4.8. be secured against intrusion by unauthorised third parties.

25.5. NEOFIBRE AND OR 3RD PARTY assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause.

25.6. In light of the above disclosures, the Customer acknowledges that it will not be allowed to:

25.6.1. withhold any amounts due and owing to NEOFIBRE AND OR 3RD PARTY; or

25.6.2. deduct any monies as a result of any of the aforementioned events.

26. PROTECTION OF PROPRIETARY INFORMATION

Each party will keep in confidence and protect its Proprietary Information, as defined in the Protection of Personal Information Act 4 of 2013 ("POPI Act"), from disclosure to third parties and restrict its use to that which is provided for in this Agreement. Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial economic loss. All

printed materials, containing Proprietary Information will be marked with "Proprietary" or "Confidential", or in a manner which gives notice of

its proprietary nature. Proprietary Information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for either party's authorized use. Each such copy, including its storage media, will be marked with all notices, which appear on the original.

26.1.1. Each party shall ensure that its employees comply with its obligations under this clause 26;

26.1.2. This clause 26 shall survive termination or cancellation of this Agreement;

26.1.3. This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party.

27. CESSION AND ASSIGNMENT

27.1. NEOFIBRE AND OR 3RD PARTY shall be entitled to cede, assign and transfer some or all of its rights in terms of this Agreement.

27.2. The Customer requires NEOFIBRE AND OR 3RD PARTY's approval in writing before it is able to cede, assign, encumber, delegate, or transfer some or all of its rights in terms of this Agreement.

28. GENERAL

28.1. NEOFIBRE AND OR 3RD PARTY may change the terms and conditions of this Agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the Authority's Licence issued to NEOFIBRE AND OR 3RD PARTY or any circumstances or events similar to the foregoing.

28.2. Any increases as a result of fluctuating exchange rates shall be for the account of the Customer.

28.3. Notwithstanding anything to the contrary contained herein, the Agreement will endure for the benefit of and be binding on the successors in title and permitted assigns of the Parties. Accordingly, the rights and obligations of any Party arising out of or pursuant to the Agreement or its termination or cancellation will devolve upon

and bind its legal representatives, successors in title and permitted assigns.

28.4. Termination of the Agreement for any cause will not release the Customer from any liability which, at the time of termination had already accrued to NEOFIBRE AND OR 3RD PARTY and/or the Customer, or which thereafter may accrue in respect of any act or omission prior to such termination.

28.5. Except for the warranties contained in this Agreement, none of the Parties will be bound by any other representation, warranty, promise or the like pertaining to the subject matter hereof which is not recorded herein.

28.6. No addition to, variation, modification or consensual cancellation of this Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties by their duly authorised representatives.

28.7. No indulgence which any Party ("Grantor") may grant to the other Party ("Grantee") will constitute a waiver of any of the rights of the Grantor which will not thereby be precluded from exercising any rights against the Grantee which might have arisen in the past or might arise in the future.

28.8. The Agreement may be executed in one or more counterparts and in separate counterparts, each of which when executed will be deemed to be an original but when taken together will constitute one and the same Agreement.

29. FIBRE TO THE HOME

29. FTTH COVERAGE:

29.1. FTTH Line and the Installation Fee:

29.1.1. NEOFIBRE AND OR 3RD PARTY shall within a reasonable period of time of receipt of an order for the provision of FTTH by the Customer, advise the Customer whether an installed fibre line is available for use by the Customer and the anticipated Customer Installation Completion Date ("CICD").

29.1.2. Notwithstanding any other provision of this Agreement, the Customer shall be entitled to cancel, by way of written notice to NEOFIBRE AND OR 3RD PARTY, an order for the provision of FTTH prior to the CICD if the time period from the date of order by the Customer to planned CICD exceeds 6 (six) months. Upon such cancellation, NEOFIBRE AND OR 3RD PARTY shall be entitled to charge the Customer for such costs and expenses as have been incurred by NEOFIBRE AND OR 3RD PARTY or obligations to which NEOFIBRE AND OR 3RD PARTY has become necessarily bound arising from the relevant order, from the date of the order concerned up to the date of receipt or deemed receipt of such notice of cancellation, as well as the actual cost of the recovery of any equipment already installed.

29.1.3. There is no Installation Fee payable unless the Customer cancels the Agreement in accordance with clause 3.5 of the Terms and Conditions (i.e. the Customer cancels the Agreement during the Initial Period) in which case the Installation Fee will be dependent on which FNO installed the FTTH line and NEOFIBRE AND OR 3RD PARTY will advise the Customer accordingly.

29.1.4. NEOFIBRE AND OR 3RD PARTY is not responsible for the physical fibre infrastructure or its installation. In addition, the method of installation shall remain within the FNO's discretion. NEOFIBRE AND OR 3RD PARTY assumes no responsibility for any error or omission by the FNO.

29.1.5. Prior to any installation taking place, NEOFIBRE AND OR 3RD PARTY will need to verify that the Customer has FTTH coverage at the premises selected by the Customer. The Customer accepts that, should the Customer not have FTTH coverage at its selected premises, NEOFIBRE AND OR 3RD PARTY will not be able to provide the Customer with the Services and Products.

29.1.6. If the Customer has a FTTH line but has signed up with a different ISP, it will remain the Customer's obligation to cancel with this ISP before NEOFIBRE AND OR 3RD PARTY will be able to provide the Services and Products.

29.1.7. Should the Customer terminate the Agreement during the Initial Period, then the full Installation Fee will be paid by the Customer to NEOFIBRE AND OR 3RD PARTY.

29.2. Payment of Monthly Fees:

29.2.1. The Customer agrees to pay NEOFIBRE AND OR 3RD PARTY for the Services and Products as set out in the Application Form and this Agreement one month in advance on the last working day of each and every calendar month.

29.3. Router and the Router Fee:

29.3.1. The Customer may utilise the router free of charge for the duration of the Agreement, subject to the terms of this Agreement, and accepts that NEOFIBRE AND OR 3RD PARTY will remain the owner of the router at all times.

29.3.2. The Customer agrees that, should it cancel the Agreement in accordance with clause 3.5 of the Terms and Conditions or the Customer cancels during the Initial Period, the Customer can either:

29.3.2.1. purchase the router from NEOFIBRE AND OR 3RD PARTY at the retail value at the time of cancellation; or

29.3.2.2. return the router to NEOFIBRE AND OR 3RD PARTY in its original condition.

29.3.3. Should the Customer decide to return the router in terms of clause 3.3.2.2 above, it is to do so within 10 (ten) days from the date on when the Customer's Services and Products were deactivated and the Customer is to provide its name and NEOFIBRE AND OR 3RD PARTY customer code when returning the router. The Customer will be liable for all courier charges associated with the returning of the router. If the router is not returned within the aforementioned 10 (ten) day period:

29.3.3.1. NEOFIBRE AND OR 3RD PARTY will not accept the return of the router and the Customer will be charged for the router at the retail value of the router at the time of cancellation; and

29.3.3.2. the router will no longer be insured by NEOFIBRE AND OR 3RD PARTY and NEOFIBRE AND OR 3RD PARTY will not accept responsibility for any damage or defaults.

29.3.4. Should the Agreement be terminated after the Initial Period, the router is to be returned to NEOFIBRE AND OR 3RD PARTY in the same good condition as it was received. The Customer will be liable to reimburse NEOFIBRE AND OR 3RD PARTY should the router be damaged in any way.

29.3.5. When returning the router to NEOFIBRE AND OR 3RD PARTY, the Customer is to ensure that the LAN cable, power cable and all other items included in the box containing the router are returned to NEOFIBRE AND OR 3RD PARTY. Should any items be missing, NEOFIBRE AND OR 3RD PARTY reserves the right to charge the Customer the cost thereof.

29.3.6. For 200Mbps or faster line speeds, an upgraded router is essential for peak WiFi speed. If the Customer already has an NEOFIBRE AND OR 3RD PARTY router, the Customer may return the router in good condition and pay the difference in order to receive an upgraded router.

30. MOVING PREMISES

30.1. The Customer agrees that, should it move premises and wish to change the location where the fibre line is installed, the Customer shall apply to NEOFIBRE AND OR 3RD PARTY in writing for such a change by emailing accounts@neofibre.com.

30.2. Upon receipt of such a request, NEOFIBRE AND OR 3RD PARTY shall procure that the relevant FNO conduct a feasibility study as to the possibility of accommodating such a request and the costs associated with such a relocation.

30.3. NEOFIBRE AND OR 3RD PARTY shall, after receiving the relevant information, inform the Customer whether the relocation of the fibre line can be accommodated and, if so, the cost associated therewith.

30.30. Should NEOFIBRE AND OR 3RD PARTY not be able to relocate the fibre line, unless the Customer is able to successfully cede his / her rights and delegate his / her obligations under this Agreement to the new occupier of the premises at which the fibre line was originally installed, the fibre line will continue to be provided at such location and this Agreement shall not be affected by the Customer's relocation and the Customer shall remain liable for all charges associated with the fibre line until this Agreement is terminated in accordance with its terms.

30.5. Should NEOFIBRE AND OR 3RD PARTY be able to relocate the Customer's fibre line, the Customer shall provide NEOFIBRE AND OR 3RD PARTY with written confirmation as to whether the Customer accepts the quote for the costs of such relocation, failing which, the quote will lapse and the fibre line concerned will continue to be provided at the location originally installed and on the same terms and conditions.

30.6. Should the Customer accept the quote for the costs of relocation in writing, NEOFIBRE AND OR 3RD PARTY shall proceed to implement the relocation and will notify the Customer as to the date upon which the fibre line concerned is available for use by the Customer at the new location.

30.7. All of the remaining terms of this Agreement, including but not limited to the Initial Period, in respect of any fibre line which has been moved to a different location in terms of this clause, shall remain unaffected by the change of the location of the fibre line concerned.

31. UPGRADES AND DOWNGRADES

31.1. An application by the Customer to change the bandwidth range or technical characteristics of an existing FTTH line from that which was originally reflected in the Customer's order, shall be regarded as an application to upgrade (to a higher bandwidth) or downgrade (to a lower bandwidth) and not as an application to terminate the Services and Products.

31.2. A once-off fee for downgrades to lower bandwidth will be charged in addition to the amended subscription fibre line charges.

31.3. In the event that the Customer applies for an upgrade or downgrade, NEOFIBRE AND OR 3RD PARTY shall effect the necessary changes to the FTTH line concerned and apply the relevant charges with effect from the date that the said change shall have been finally affected.

32. EQUIPMENT AND SOFTWARE

32.1. Except for Equipment that the Customer has paid for in full, all Equipment installed or provided by NEOFIBRE AND OR 3RD PARTY, shall remain the property of NEOFIBRE AND OR 3RD PARTY and the Customer agrees that:

32.1.1. he / she will take reasonable care of such Equipment;

32.1.2. he / she will not sell, lease, mortgage, transfer, assign or encumber such Equipment;

32.1.3. he / she will not relocate such Equipment without NEOFIBRE AND OR 3RD PARTY's knowledge and permission;

32.1.4. he / she will inform, if applicable, his / her landlord that such Equipment is owned by NEOFIBRE AND OR 3RD PARTY and therefore not subject to the landlord's hypothec;

32.1.5. he / she will return the Equipment to NEOFIBRE AND OR 3RD PARTY at the termination of this Agreement at the Customer's expense.

32.2. Should the Equipment be lost, stolen, damaged, sold, leased, mortgaged, transferred, assigned, encumbered or not returned to NEOFIBRE AND OR 3RD PARTY, the Customer agrees to pay NEOFIBRE AND OR 3RD PARTY the reasonable value of such Equipment, together with any costs incurred by NEOFIBRE AND OR 3RD PARTY in seeking possession of such Equipment.

33. DISCOUNTS & PROMOTIONAL OFFERS

33.1 If the fibre internet service with NEOFIBRE AND OR 3RD PARTY is cancelled within 12 months of the service going live, the customer will be liable to pay back the value of the promotional offer (such as; but not limited to; price cuts promotions, early bird special, switch special) received during their initial 12 month period with NEOFIBRE AND OR 3RD PARTY.

33.2 NEOFIBRE AND OR 3RD PARTY reserves the right to terminate, extend or amend promotional offers at any time and will provide reasonable notice of such termination as the circumstances require.

33.3 Unless otherwise stated multiple (two or more) promotions can not be used in conjunction with other promotional offers such as; but not limited to; price cuts promotions, early bird special, switch special.

33.4 Unless otherwise stated, promotions are for new orders only, existing customers cannot cancel existing orders and reapply in order to receive the promotional offer.

33.5 NEOFIBRE AND OR 3RD PARTY will not be held liable for customers failing to correctly input promotional codes during the ordering process, subsequently resulting in the customer not receiving the promotional offer.

33.6 ERRORS & OMISSIONS EXCEPTED (E&OE).

34. TEMPORARY SUSPENSION

34.1. NEOFIBRE AND OR 3RD PARTY shall be entitled to temporarily suspend the services-

34.1.1. during any technical failure, modification or maintenance of the Neofibre Network;

34.1.2. Should the Customer fail to make payment on time for the services as per their monthly invoice;

34.1.3. Should the Customer fail to comply with any of the terms and conditions of the Agreement;

34.1.4. Suspension or discontinuation of the Services by third party suppliers or the network providers due to problems on their infrastructure;

34.1.5. Non-compliance of the provisions detailed in clause 30;

34.1.6. In response to an instruction given to NEOFIBRE AND OR 3RD PARTY from the Authority or in terms of The Act or some other law or body.

Notwithstanding any suspension of the provision of the Services the Customer shall remain liable to NEOFIBRE AND OR 3RD PARTY for all amounts charged in accordance with the provisions of this Agreement and the Customer agrees that it may not:

34.2.1. withhold any amounts which are owed or may become due and owing to Neofibre;

34.2.2. deduct any monies from the charges to the Customer;

34.2.3. demand any refund or bring any action for damages or otherwise

against NEOFIBRE AND OR 3RD PARTY in respect of discontinued Services.

Should the Customer's services be suspended for the reasons set out

in clauses 34.1.2, 34.1.3, and 34.1.5, a suspension fee of R800.00 (Eight Hundred Rand) will be charged per service to the Customer's account. This fee must

be paid prior to any reconnection of the services.

35. APPOINTMENT

35.1. The Customer hereby appoints NEOFIBRE AND OR 3RD PARTY to provide the services to it for the Contract Term subject to these terms and conditions. The parties agree that this appointment shall be on an exclusive basis such that the Customer shall only be entitled to obtain the services from Neofibre and no third party for the duration of this

Agreement.

35.2. NEOFIBRE AND OR 3RD PARTY shall be entitled to appoint any of its Wholesale Suppliers and/ or third-party suppliers ("Appointee") to provide the Services to the Customer. The Customer agrees that in this event, Neofibre will enter into back to back agreements with the Appointee/s and will thus be and remain liable with such Appointee for the due and proper performance by it of all of its duties, functions and obligations under this Agreement.

36. FIBRE NETWORK OPERATORS

36.1 OPENSERVE

36.1.1. General Terms

All packages are for residential signups only. Businesses, unfortunately, cannot sign up for these packages.

We commit to keeping our coverage data as accurate as possible, but we are reliant on the maps that are given to us by the Fibre Network Operators which could result in slight inaccuracies at times. Installation fees and line rental fees are prescribed by the Fibre Network Operators (FNO). Pricing can change if mandated by the FNO, NEOFIBRE will always provide 1 (one) months' notice to advise of any price changes.

36.1.2. Installation Time

The standard installation time for Openserve is about 2-6 weeks for live buildings in live areas. Installation times are not guaranteed. PLEASE NOTE that Openserve is currently experiencing installation delays, we apologies for the inconvenience.

36.1.3. Set-Up Fees

NEOFIBRE AND OR 3RD PARTY Covers this fee on your behalf if you cancel or are suspended due to non-payment this fee will be clawed back. The installation fee covers the first 8 meters, Openserve then charges you R180-R220 per meter thereafter (They will first quote you, and only upon acceptance of quotation will they proceed with the work). The 8 metres is only if you require trenching in your property and this is 8 metres birds-eye-view irrelevant of the route taken.

36.1.4. Cancellation Fees

If you cancel within 12 months of going live, you are liable to pay the R2 300,00 Installation fee and the R575 Connection Fee. The installation fee does not apply if you already have a fibre line installed which is not damaged and still active, however, the connection fee (R575) will still be applicable upon cancellation. One calendar month notice period is needed for the cancellation of your services. Please note you are responsible for cancelling your existing services such as ADSL or fibre with another provider (if applicable) when signing up with NEOFIBRE. All cancellations must go to accounts@neofibre.com to be processed. You will receive a cancellation form to complete accepting any relevant T's and C's, cancellations will be accepted upon completion of this process.

36.1.5. Moving Your Fibre Service

Moving home is treated as a cancellation as your ONT cannot be moved and is fixed to the premises. Should the next tenant take over your service, we will transfer the service at no cost to you. Contact info@neofibre.com if this is the case. If you have been a NEOFIBRE client for less than your contract term and resume your service at your new home, you will not pay a cancellation fee and the remainder of your previous contract will be added to your new contract. If the provider considers moving an ONT box or fibre line for any reason as a re-installation, a fee of R2300,00 will be charged.

36.2 VUMATEL

36.2.1. General Terms

All packages are for residential signups only. Businesses, unfortunately, cannot sign up for these packages.

We commit to keeping our coverage data as accurate as possible, but we are reliant on the maps that are given to us by the Fibre Network Operators which could result in slight inaccuracies at times. Installation fees and line rental fees are prescribed by the Fibre Network Operators (FNO). Pricing can change if mandated by the FNO, NEOFIBRE will always provide 1 (one) months' notice to advise of any price changes.

36.2.2. Installation Time

The standard installation time for Vumatel is about 2-6 weeks, for live buildings in live areas. Installation times are not guaranteed.

36.2.3. Set-Up Fees

NEOFIBRE AND OR 3RD PARTY Covers this fee on your behalf for certain line speeds if you cancel within 12 months or are suspended due to non-payment this fee will be clawed back.

The installation fee covers the first 5 meters, Vumatel then charges you R180-R220 per meter thereafter (They will first quote you, and only upon acceptance of quotation will they proceed with the work). The 5 metres is only if you require trenching in your property and this is 5 metres birds-eye-view irrelevant of the route taken.

36.2.4. Cancellation Fees

If you cancel within 12 months of going live, you are liable to pay back the setup fees that were covered on your behalf by NEOFIBRE AND OR 3RD PARTY. The installation fee does not apply if you already have a fibre line installed which is not damaged and still active, however, the connection fee will still be applicable upon cancellation. One calendar month notice period is needed for the cancellation of your services. Please note you are responsible for cancelling your existing services such as ADSL or fibre with another provider (if applicable) when signing up with NEOFIBRE. All cancellations must go to accounts@neofibre.com to be processed. You will receive a cancellation form to complete accepting any relevant T's and C's, cancellations will be accepted upon completion of this process.

36.2.5. Moving Your Fibre Service

Moving home is treated as a cancellation as your ONT cannot be moved and is fixed to the premises. Should the next tenant take over your service, we will transfer the service at no cost to you. Contact info@neofibre.com if this is the case. If you have been a NEOFIBRE client for less than your contract term and resume your service at your new home, you will not pay a cancellation fee and the remainder of your previous contract will be added to your new contract. If the provider considers moving an ONT box or fibre line for any reason as a re-installation, a fee of R1725 will be charged.

36.2.6. Free Wi-Fi Assessment

Please note, during the lockdown period, onsite support is limited. Only issues deemed as critical will be considered for onsite support. Onsite support for critical issues is at the sole discretion of NEOFIBRE AND / OR 3RD PARTY and only available in Cape Town and Johannesburg areas.