

FIRSTNET FIBRE TO THE HOME MINIMUM TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1. **"Agreement"** means this agreement together with Urban Connect's standard and service specific terms and conditions available on written request to UrbanConnect and which are incorporated herein by reference;
- 1.2. **"Customer"** means the person who purchases the Services from Urban Connect for his/her own internal use;
- 1.3. **"UrbanConnect"** means FirstNet Technology Services (Pty) Ltd t/a UrbanConnect (Registration Number: 2006/031608/07) a private company duly incorporated in accordance with the Laws of the Republic of South Africa;
- 1.4. **"Initial Period"** means the initial minimum period for the Service, as set out in the Order;
- 1.5. **"Order"** means an order for the Services as agreed to between UrbanConnect and the Customer;
- 1.6. **"Minimum Monthly Amount"** means the minimum monthly fees payable by the Customer for the Services and hardware (if any), as specified in the Order;
- 1.7. **"Services"** means the Fibre and related services to be provided by UrbanConnect to the Customer and as set out in the Order.

2. ORDERS AND PAYMENT

- 2.1. Where the Customer requires Services from UrbanConnect, UrbanConnect and the Customer shall enter into an Order, which will be governed by, and subject to, the terms and conditions set out in this Agreement;
- 2.2. Each Order shall endure for the Initial Period, whereafter the Order shall automatically renew on a month to month basis unless and until terminated on 30 (thirty) days written notice. UrbanConnect shall be entitled to increase the fees payable for the Services after the Initial Period on written notice to the Customer.
- 2.3. UrbanConnect reserves the right, in its sole discretion, whether or not to accept an Order and/or extend credit to the Customer, and shall have no liability for any refusal to accept a Customer Order and/or extend credit to the Customer;
- 2.4. Should the Customer cancel the Services within the Initial Period, or their account falls into arrears and is subsequently terminated by UrbanConnect, the Customer will be liable to pay Urban Connect a cancellation fee of R2499 incl VAT together with any outstanding fees;
- 2.5. In the event of non-payment by the Customer, Services may be suspended for a maximum period of 7 days, and should the Customer fail to make payment within the 7 day suspension period the Service will be automatically terminated. If payment is made within the 7 days, the suspension will be lifted immediately, and the Service will be reactivated.
- 2.6. The Customer will remain liable for any outstanding fees at the date of termination as well as any cancellation fee (if applicable).
- 2.7. The Customer shall make payment of the Minimum Monthly Amount (and any additional charges incurred by the Customer) monthly in advance, free of deduction or set-off;
- 2.8. UrbanConnect will not pass a credit to the Customer for hardware acquired independently by the Customer when migrating ISPs;
- 2.9. Where a Customer is moving from one ISP to another, they are required to ensure that the line is cancelled and released.
- 2.10. Where the Customer is moving into a property or unit with an existing installation, UrbanConnect will require the following in order to activate the Service:
 - 2.10.1. Confirmation that the previous premise owner/tenant has cancelled their service with the current ISP.
 - 2.10.2. Proof of address from the Customer; and
 - 2.10.3. Patience: after providing UrbanConnect with Proof of Address for the premise it takes up to 72 hours to clear on the system.
 - 2.10.3.1. This is dependent on the previous premise owner/tenant having cancelled their service correctly, and UrbanConnect can only place the new order thereafter.
- 2.11. If a user is signing up via one of our Fibre Partner's websites, they will need to submit substantiating documentation to UrbanConnect in order to proceed with account activation and installation of the Service.
- 2.12. Installation lead times are a guide based on averages and will vary based on last-mile provider timelines. Line activation and connection times need to be added for full turnaround estimation.
- 2.13. UrbanConnect reserves the right to change a promotion at any time. Promotions only apply while stocks last. E&OE.

3. THE SERVICES

- 3.1. UrbanConnect will be entitled to assume that the fibre or other line provisioned to a Customer is in good working order until such time as the Customer advises UrbanConnect support of any problems or service breaks.
- 3.2. Any faults or service interruption should be reported via one of the channels available on the UrbanConnect website, including:
 - 3.2.1. E-mail: support@urbanconnect.co.za
 - 3.2.2. Telephonic: 0861 989 891
 - 3.2.3. Website Chat Function: www.urbanconnect.co.za
- 3.3. It shall be the responsibility of the applicable last mile provider to attend to faults reported by the Customer during business hours only. The applicable last mile provider will apply its reasonable endeavours to have the Services restored in the shortest possible time.
- 3.4. Fibre speeds are provided on a "best-effort" basis, subject to the last-mile provider's line constraints and the demand on the UrbanConnect network at any given point.
- 3.5. IF THE APPLICABLE LAST-MILE PROVIDER DETERMINES THAT THE FAULT REPORTED BY THE CUSTOMER WAS CAUSED BY THE CUSTOMER, THE CUSTOMER AGREES AND ACCEPTS THAT IT SHALL BE LIABLE FOR PAYMENT OF THE RELEVANT CALL-OUT CHARGE AS DETERMINED BY THE LAST-MILE PROVIDER FROM TIME TO TIME.
- 3.6. Upgrades:

- 3.6.1. The Customer can apply for a Service change anytime during their current active Service period by e-mailing the request to support@urbanconnect.co.za.
- 3.6.2. The service change request will be queued for activation once an e-mail has been submitted.
- 3.6.3. UrbanConnect will endeavour to complete service change requests within 2-3 working days, however, this is dependent on the upstream provider.

4. SCOPE OF FREE INSTALLATION

The installation services are subject and limited to the following:

- 4.1. Routing of the fibre cabling from the connection point to where the fibre ONT/Router will be installed.
- 4.2. 30 meters of fibre cabling from the connection point to the installation point.
 - 4.2.1. Should the Customer's installation requires additional cabling, a site survey will be done, after which the Customer will receive a quote from the applicable last-mile provider.
 - 4.2.2. Should the Customer choose to proceed, it will be liable for any additional costs incurred.
- 4.3. Mounting of the fibre device with screws and masonry plugs.
- 4.4. Once the order is accepted, it will take either of the two routes
 - 4.4.1. New installation (No installation at the premises)
 - 4.4.2. Service activation (Existing connection at the premises)
- 4.5. Pro-rata fees will be charged on the 1st payment for the Service.
 - 4.5.1. Pro-rata fees are determined by the day of activation as well as the number of days left before the new month begins.

5. APPLICABLE DOCUMENTS

- 5.1. The provision of the Services may be subject to additional terms and conditions, which are available from UrbanConnect on written request.
- 5.2. The following legal documents will apply to the provision of the Services and are binding on every person making use of the Services:
 - 5.2.1. UrbanConnect's Acceptable Use Policy (AUP), available [here](#).
 - 5.2.2. Each last mile provider's Standard Terms and Conditions for the provision of Services, copies of which are available from UrbanConnect on written request, which include, but are not limited to, the following last mile providers:
 - 5.2.2.1. [Openserve](#)
 - 5.2.2.2. [Frogfoot](#)
 - 5.2.2.3. [MetroFibre](#)
 - 5.2.2.4. [Zoom](#)
 - 5.2.2.5. [LinkLayer](#)
 - 5.2.2.6. [Vodacom](#)
- 5.3. Customers and potential customer are encouraged to familiarize themselves with the content of these documents, which are incorporated by reference into this Agreement.

6. SERVICE AVAILABILITY AND CONFIRMATION OF SERVICE AVAILABILITY

- 6.1. The availability of the Services are subject to a valid and operational last mile provider service being available.
- 6.2. POTENTIAL CUSTOMERS SHOULD CONFIRM THE AVAILABILITY OF THE LAST-MILE PROVIDER SERVICE IN THEIR PARTICULAR LOCATION PRIOR TO PURCHASING OR ORDERING ANY SERVICE OR EQUIPMENT FROM URBANCONNECT. THE AVAILABILITY OF FIBRE SERVICES CAN BE CHECKED VIA OUR FIBRE AVAILABILITY MAP ON OUR WEBSITE, BUT URBANCONNECT MAKES NO WARRANTY AS TO THE ACCURACY OF THIS RESOURCE, WHICH IS PROVIDED BY OUR LAST-MILE PROVIDER PARTNERS
- 6.3. The Customer will be advised after receipt of an order as to whether the relevant Service can be provided, and should UrbanConnect decide (in its sole discretion) that the service cannot be provided, the Customer expressly accepts that UrbanConnect will have no liability to the Customer in this regard.

7. SERVICE CREDIT

- 7.1. If the Customer wishes to make a claim for service downtime, the Customer must log a dispute with UrbanConnect, who will take the matter up with the relevant last mile provider. Any refund will be made to the Customer by UrbanConnect, which has sole discretion whether to accept the Customer's claim. Such credit will exclude any claims for Slow Access, Intermittent Service and any other fault type except No Service faults.
- 7.2. The calculation of time periods for the purpose of calculating any service credit shall only commence upon the reporting of any fault to the UrbanConnect support team.

8. CANCELLATIONS

- 8.1. Cancellations will only be accepted with written notice submitted to cancellations@urbanconnect.co.za
- 8.2. Cancellation of any Service (including Line rental) is the Customer's responsibility. The Customer is responsible for ensuring that such cancellation of Service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the Customer to specifically indicate a required process. Should the Customer incorrectly complete the cancellation process, UrbanConnect will not be liable for any additional costs incurred by the Customer due to the error and the Customer shall remain liable for all amounts due to UrbanConnect until the Service is properly cancelled by the Client.

9. NOTIFICATIONS

- 9.1. Customers will be opted-in to Notifications by default, in line with relevant legislation.
- 9.2. Customers may opt-out by sending a request to support@urbanconnect.co.za, and thereafter there will be no obligation or liability on the part of UrbanConnect should the Customer not receive such information.
- 9.3. UrbanConnect will make every effort to deliver notifications as quickly and accurately as possible. However, UrbanConnect cannot be held liable for delivery delays or failures that may occur due to external forces outside of their control.
- 9.4. The onus is on the Customer to update any changes to their personal and contact details.

10. AMENDMENTS

- 10.1. UrbanConnect may update, amend, or replace these terms and conditions at its discretion and without notice, by publishing any such terms and conditions on its website.
- 10.2. The last mile provider's Standard Terms and Conditions for the provision of services also apply to the Services, and may change from time to time. The Customer is obliged to check for changes to such terms.

11. MONITORING OF USAGE

- 11.1. UrbanConnect monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service terms and UrbanConnect's Acceptable Use Policy.
- 11.2. You consent to UrbanConnect monitoring your traffic data for accounting purposes and to ensure the UrbanConnect and last mile provider's system(s) is operating properly,

12. DOCUMENTATION REQUIREMENTS

- 12.1. Use of the Services is subject to ID verification and / or proof of address. Customers are required to email, fax or upload the relevant documents;
 - 12.1.1. a full coloured, clear, legible copy of their valid Identity Document or Driver's License.
 - 12.1.2. Non-South African citizens may submit a copy of their valid Passport or International Driver's License;
 - 12.1.3. Where required, proof of address not older than 3 months.
- 12.2. Verification documents must contain photo identification.
- 12.3. Failure to produce ID verification for an account will result in the Service not being activated, regardless of any pro-rata amounts billed.
- 12.4. Should the Customer cancel all current valid UrbanConnect Services, ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified UrbanConnect Services remain active.
- 12.5. UrbanConnect may require proof of address from the Customer where it is unable to plot the Customer's address for order placement. The following are accepted as valid proof of address:
 - 12.5.1. Utility bill/municipal bill, lease agreement, and/or proof of purchase is required.
 - 12.5.1.1. Clothing account statements will not be accepted.
 - 12.5.1.2. Invoices from different ISPs will not be accepted.
 - 12.5.2. If an address needs to be created, a ticket will be logged for premise creation which takes up to 48-72hrs to be completed.
- 12.6. The Customer expressly consents to UrbanConnect revealing any information contained herein to any Credit Bureau for the purpose of establishing the Customer's Credit Record and conducting enquiries with credit bureaus for the purposes of determining the Customer's creditworthiness.

13. LIMITATION OF LIABILITY, DISCLAIMER, AND INDEMNITY

- 13.1. The Customer hereby indemnifies UrbanConnect and holds UrbanConnect harmless against any claim made by third parties arising directly or indirectly out of the Customer's access to, or use of, the Services or any information obtained through the Services;
- 13.2. Save as set out in this Agreement, UrbanConnect makes no representations, warranties, or guarantees of any nature in respect to the Services. All warranties that are implied or residual in common law are hereby expressly excluded;
- 13.3. UrbanConnect accepts no liability for any loss or damage to the property or equipment of the Customer or any third party arising out of the provision, installation or maintenance of the Services.
- 13.4. Uncapped Fibre data is not throttled or shaped. However, there may be circumstances beyond the control of UrbanConnect that may vary performance, based on demand, service breakdowns or technical outages. During this time, some Services may be affected and not perform optimally. UrbanConnect will endeavour to improve or optimise Services as much as possible during such periods as part of its duty to deliver the best product experience. This will not constitute shaping or throttling.
- 13.5. APPLICATION FOR, USE OF, AND SUBSCRIPTION TO THE SERVICES IS AT THE SOLE RISK OF THE CUSTOMER.

14.

EQUIPMENT

- 14.1. All hardware provided by last-mile providers will remain property of said last-mile provider into perpetuity.
- 14.2. Should a Customer cancel their Services and not migrate to another ISP on the same last-mile provider, they will be required to return the modem of the last-mile provider as the hardware is provider specific.
- 14.3. When moving premises, the ONT/router is to be left at the old premises because it won't be usable at the new premises.
- 14.4. Routers provided by UrbanConnect will become the property of the Customer upon cancellation (subject to expiration of the Initial Period and payment of all outstanding fees). Routers can be re-used when switching providers and as such do not need to be returned to UrbanConnect, provided that if the Service is terminated prior to the expiration of the Initial Period, then in such

situation ownership will not pass to Customer and the Customer will be required to return the router to UrbanConnect at its cost and expense.

15. GENERAL

- 15.1. The Customer acknowledges that it does not enter into this Agreement on the basis of and does not rely on any representation, warranty or other provision, whether express or implied, except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by the law of the Republic of South Africa.
- 15.2. The Customer warrants that it is acting as principal and not as agent for any other person, whether disclosed or otherwise.
- 15.3. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa and the South African courts shall have exclusive jurisdiction.
- 15.4. The Customer shall be liable for all costs incurred by UrbanConnect in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel, whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgement
- 15.5. The Customer shall pay interest on all amounts owing by the Customer to UrbanConnect which have not been paid on the due date thereof, at the maximum permitted rate as published from time to time in the Prescribed Rate of Interest Act of 55 of 1975, as amended.
- 15.6. The Customer shall not be entitled to cede or assign and of its rights and obligations in terms of this Agreement to any third party without the express prior written consent of UrbanConnect. UrbanConnect shall be entitled to cede and assign its rights and obligations in terms of this Agreement without the consent of the Customer and without notice.
- 15.7. The Customer hereby consents to UrbanConnect processing (or permitting a third party to process) any data or personal information of the Customer, subject to any Applicable Laws and in accordance with UrbanConnect's privacy policy available [here](#). By signing up with UrbanConnect, the Customer consents to UrbanConnect sharing their contact details with affiliated companies for limited marketing purposes.
- 15.8. Each Party warrants that it shall, at all times, comply with the provision of the Protection of Personal Information Act 4 of 2013.