

SERVICE SPECIFIC TERMS / CONNECTIVITY

Managed Guest Wi-Fi

Powered by Purple

VERSION	EFFECTIVE
v2026.10c	1 November 2026

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

These Service Specific Terms apply to FirstNet Managed Guest Wi-Fi ("MGW"), powered by Purple, supplied by FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07), 26 Augrabies Road, Waterfall Office Park, Midrand, 1686 ("FirstNet").

1. Status and precedence

- 1.1 These Service Specific Terms ("SST") are incorporated by reference into every Service Schedule, Scope of Work or quote that includes MGW, including MGW Connect delivered with a FirstNet internet link.
- 1.2 The master agreement is the FirstNet Standard Terms and Conditions published at www.firstnet.co.za/legal-notices/, or the Master Services Agreement the Customer has signed with FirstNet (the "Agreement").
- 1.3 If documents conflict, this order applies: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the FirstNet Data Processing Annexure, for anything about personal information; (d) the Agreement (including the Acceptable Use Policy); (e) Purple Terms. Where Purple Terms impose a mandatory restriction on use of the Purple platform, the Customer must comply with it.
- 1.4 FirstNet is the service provider. The Customer contracts with FirstNet, not with Purple. Purple is FirstNet's platform supplier.
- 1.5 Words defined in the Agreement have the same meaning here.

2. Definitions

- 2.1 **"Captive Portal"** means the branded web page a Guest sees when connecting to the guest network, where the Guest logs in and accepts the Guest Terms.
- 2.2 **"Guest"** means a natural or juristic person who connects to the Customer's guest Wi-Fi.
- 2.3 **"Guest Data"** means personal information about Guests collected through the Service, including login details (for example name, email address, mobile number, social media profile data), device identifiers (MAC address), visit, location-in-venue and dwell data, consents, survey responses and campaign interactions.
- 2.4 **"Guest Terms"** means the terms of use and privacy notice the Customer presents to Guests on the Captive Portal under clause 5.3.
- 2.5 **"Purple"** means Purple WiFi Limited (company number 06444980, England) and its affiliates.
- 2.6 **"Purple Terms"** means the Purple documents listed in clause 4.
- 2.7 **"Tier"** means Connect, Capture (FirstNet Guest Intelligence) or Engage (FirstNet Guest Engagement), as described in clause 3.
- 2.8 **"Venue"** means a Customer site at which the Service is deployed.

3. Service description

- 3.1 Connect. A branded Captive Portal; flexible login (email, mobile number, social login, or one-time PIN by SMS or WhatsApp); multi-site management; consent-based data capture; and FirstNet-managed onboarding, changes and support. Connect is included with FirstNet internet links where the Service Schedule says so.
- 3.2 Capture (Guest Intelligence), optional. Visitor recency, frequency, dwell and repeat-visit analytics; multi-site dashboards; scheduled reports and exports; a consented first-party Guest database; and standard CRM integrations.
- 3.3 Engage (Guest Engagement), optional. Everything in Capture plus opt-in journeys, audience segmentation, automated campaigns, and CRM or loyalty integrations.
- 3.4 Other options. Purple Shield (guest content filtering) and Purple Surveys, where the Service Schedule includes them.
- 3.5 Network separation. The Service is designed to run on a dedicated guest SSID or VLAN so that Guests reach only the internet and not the Customer's internal systems. Where the Customer does not have a separated guest network, FirstNet will advise on one; implementing it is separately scoped.
- 3.6 Hardware-agnostic. The Service is an overlay on the Customer's existing Wi-Fi. Supported controllers and access points are confirmed during discovery.
- 3.7 What FirstNet provides. Captive Portal design per brand or Venue, login configuration, Venue set-up on the Purple platform, reporting access, change control and ongoing support.
- 3.8 What is not included. Unless separately scoped: new access points; cabling; LAN upgrades; Wi-Fi redesigns or site surveys; non-standard CRM or CDP integrations; and any guarantee of marketing, footfall or revenue outcomes.

4. Purple Terms

- 4.1 FirstNet supplies the Service using the Purple platform. The Purple terms that apply to the Service are those provided or linked by FirstNet. The published Purple documents that affect the Customer and Guests are (all checked 13 October 2026):
 - (a) Purple WiFi Services Agreement, <https://www.purple.ai/en-us/msa> (no version date shown). Appendix 1 lists Purple's subprocessors; for FirstNet customers the Purple platform is hosted in South Africa (clause 8.4), and the offshore hosting locations listed there do not apply.
 - (b) Purple End User Licence Agreement, <https://purple.ai/end-user-license-agreement> (no version date shown). Clause 3 sets minimum acceptable use terms for Guests. The Purple Services Agreement requires any guest terms to include acceptable use provisions at least as extensive as these.

As between FirstNet and the Customer, nothing in the Purple Terms gives Purple ownership of, or controller rights over, Guest Data collected for the Customer; clauses 5.1 and 8 apply.

- 4.2 The Customer must comply with any Purple restriction that FirstNet notifies, including the minimum Guest acceptable use terms.
- 4.3 Purple may change its platform, features, subprocessors, hosting and terms. FirstNet is not liable for Purple's changes but will tell the Customer of any change that materially affects the Customer or its Guests, including any new subprocessor or hosting region, before it takes effect where Purple gives FirstNet advance notice.
- 4.4 FirstNet passes through Purple's platform commitments (including the certifications, audits and testing Purple states that it maintains) and does not add its own warranty on the Purple platform.

5. Customer responsibilities

- 5.1 Responsible party. The Customer decides why and how Guest Data is collected and used, and is the responsible party for Guest Data under POPIA. The Customer must ensure it has a lawful basis for each purpose.
- 5.2 Login and consent choices. The Customer chooses the login method, the data fields collected, the consent wording, the retention period and the downstream uses (for example analytics, marketing, CRM transfer). These choices determine whether the Customer's use is lawful.

- 5.3 Guest Terms. The Customer must approve, before go-live, the Guest Terms and privacy notice shown on the Captive Portal. They must at least: (a) identify the Customer as the responsible party and give its contact details and Information Officer; (b) state what Guest Data is collected, why, for how long, and who it is shared with (including that FirstNet and Purple process it on the Customer's behalf, and that it may be processed outside South Africa as stated in clauses 8.4 and 8.6); (c) set out Guests' rights under POPIA, including the right to object and to complain to the Information Regulator; (d) include acceptable use terms at least as extensive as Purple's minimum terms; and (e) make any marketing consent a separate, unticked opt-in. FirstNet may provide a template on request, but the Customer is responsible for the final wording.
- 5.4 Direct marketing. The Customer may send electronic marketing to a Guest only with that Guest's opt-in consent (or where the Guest is an existing customer and the section 69(3) conditions of POPIA are met) and must include an opt-out in every message. The Customer must honour opt-outs promptly and must not ask FirstNet to send marketing on its behalf in breach of these rules.
- 5.5 Children. If Guests under 18 may use the Service, the Customer must either restrict collection of their personal information or obtain consent from a competent person as POPIA requires. The Customer may ask FirstNet to add an age confirmation step to the Captive Portal.
- 5.6 Data subject requests. The Customer must handle Guest access, correction, deletion and objection requests. FirstNet will help, using the platform tools, within a reasonable time.
- 5.7 The Customer must provide access to its Wi-Fi controller settings, a guest SSID or VLAN, branding assets and the approvals in clause 5.3, and must keep its platform user accounts secure.
- 5.8 The Customer must not use the Service to collect special personal information (for example health or biometric data) or to track Guests outside its Venues.

6. Provisioning and lead times

- 6.1 Rollout normally runs from discovery to a pilot at one to four Venues and then wider rollout by brand or region. Lead times depend on the Customer's Wi-Fi environment, approvals and integrations and are indicative only.
- 6.2 Each Venue goes live once the Customer has approved the Captive Portal and Guest Terms in writing.

7. Service levels and support

- 7.1 Any service level for FirstNet support, portal changes and platform availability is stated in the Service Schedule. Where none is stated, FirstNet uses reasonable endeavours and passes through Purple's service level.
- 7.2 Exclusions: Purple platform outages; the Customer's Wi-Fi equipment, controllers and LAN; third-party login providers (social networks, SMS and WhatsApp gateways); internet link outages not covered by a FirstNet SLA; and force majeure.
- 7.3 Service credits apply only if the Service Schedule states them and are the Customer's sole financial remedy for missed service levels, without limiting termination rights under the Agreement.
- 7.4 Requests and faults are logged with the FirstNet support centre at support@firstnet.co.za, through the support portal, or on 0861 989 896.

8. Data, privacy and security

- 8.1 Roles. The Customer is the responsible party for Guest Data. FirstNet processes Guest Data as the Customer's operator, and Purple processes it as FirstNet's sub-operator, only on the Customer's documented instructions (which include the configuration the Customer approves). The FirstNet Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies; where this clause 8 sets stricter requirements for Guest Data, this clause applies.
- 8.2 FirstNet will not use Guest Data for its own purposes, sell it, or combine it with data of other customers.

- 8.3 Security. Purple states that it holds ISO 27001 certification for its platform. FirstNet and Purple apply appropriate technical and organisational measures. FirstNet will notify the Customer without undue delay after becoming aware of a security compromise affecting Guest Data, with the information the Customer needs to notify the Information Regulator and Guests under section 22 of POPIA.
- 8.4 Cross-border processing. For FirstNet customers, the Purple platform is hosted in South Africa. Some of Purple's subprocessors listed in its Services Agreement (for example email delivery, support and data enrichment providers) may process Guest Data outside South Africa. Where they do, FirstNet relies on section 72(1)(a) of POPIA (recipient bound by a binding agreement providing an adequate level of protection), through Purple's data processing terms.
- 8.5 Retention. Guest Data is kept for the retention period the Customer sets on the platform. If none is set, FirstNet will ask the Customer to set one, and Guest Data must not be kept longer than the purposes stated in the Guest Terms require (section 14 of POPIA). On termination, FirstNet will, at the Customer's choice, export Guest Data to the Customer and then instruct Purple to delete it within the period in the Data Processing Annexure.
- 8.6 OTP messages. One-time PINs sent by SMS or WhatsApp are processed by messaging providers, which may be outside South Africa. Where they are, FirstNet relies on section 72 of POPIA as set out in clause 8.4.

9. Fees and changes

- 9.1 Connect is included with FirstNet internet links where the Service Schedule says so. Capture is typically charged per Venue and Engage by audience size. Charges are set out in the Service Schedule. This document contains no prices.
- 9.2 Purple charges may be US dollar or pound sterling linked. FirstNet may pass on exchange rate movements (clause 9.6 of the Standard Terms and Conditions) and Purple price increases (clause 9.5 of the Standard Terms and Conditions, without mark-up) on at least 30 calendar days' written notice.

10. Term, cancellation and early termination

- 10.1 Where Connect is included with a FirstNet internet link, it runs and ends with that link. Capture, Engage and stand-alone MGW run for the Initial Period in the Service Schedule and then month to month until cancelled by either party on 30 calendar days' written notice, or 90 calendar days' written notice where an upstream provider requires it, as stated in the Service Schedule.
- 10.2 Early termination of paid Tiers before the end of the Initial Period: where the Customer is a Consumer or a Small Business Customer, a reasonable cancellation penalty under the Agreement (clause 19.3 of the Standard Terms and Conditions), determined on the factors in regulation 5 of the CPA Regulations; otherwise the early termination charge in the Agreement (clause 19.2 of the Standard Terms and Conditions), plus any non-cancellable Purple commitment under clause 19.4 of the Standard Terms and Conditions.
- 10.3 Clause 8.5 applies to Guest Data on termination.

11. Suspension

- 11.1 FirstNet may suspend the Service, or the affected Venue or campaign, for non-payment after the notice period in the Agreement; for unlawful processing or marketing; for breach of the Purple Terms; to contain a security threat; or where required by law, the Information Regulator, court order or ICASA.

12. Liability specifics

- 12.1 The limits and exclusions of liability in the Agreement apply. This clause adds product-specific points only.
- 12.2 The Customer is responsible for the lawfulness of its Guest Terms, consent wording, retention settings and use of Guest Data, including marketing. The Customer indemnifies FirstNet against fines, claims and costs arising from processing or marketing carried out on the Customer's instructions in breach of POPIA, except to the extent caused by FirstNet's breach of its operator obligations.
- 12.3 FirstNet does not guarantee any marketing, footfall or revenue outcome.

- 12.4 FirstNet is not liable for content Guests access or for Guests' unlawful conduct on the guest network, but will co-operate with lawful requests and ECTA take-down notices.

13. Regulatory notes

- 13.1 POPIA: see clauses 5 and 8. Electronic direct marketing must comply with section 69 of POPIA and the Consumer Protection Act.
- 13.2 RICA: the Customer may need to keep information about Guests' use of the network if directed by law. FirstNet will advise on requests it receives.
- 13.3 ECTA: FirstNet follows the take-down procedure under section 77 of the Electronic Communications and Transactions Act 25 of 2002 as an ISPA member.
- 13.4 Complaints may be lodged under the FirstNet Complaints Procedure at www.firstnet.co.za/legal-notices/. Guests may complain to the Customer, and to the Information Regulator about the processing of their personal information.

14. Changes to these terms

- 14.1 FirstNet may update these SST for changes in Purple Terms, law or the Service, with at least 30 calendar days' written notice of material adverse changes. If the Customer is materially prejudiced, it may cancel the affected Tier without an early termination charge before the change takes effect.
- 14.2 The current version is published at www.firstnet.co.za/legal-notices/.

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