

## SUBSCRIBER GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless they appear differently from the context or under this clause 1, words and phrases used in these Subscriber General Terms and Conditions or in any applicable Service Annexure, FASTR Quotation or Sign-Up Form shall have the meanings ascribed to them in the Electronic Communications Act No. 36 of 2005;
- 1.2. Words importing the singular shall include the plural and vice versa.
- 1.3. Words denoting persons shall include natural persons, legal entities and unincorporated associations of persons, and vice versa.
- 1.4. The headings in these terms and conditions shall not affect their interpretation.
- 1.5. Unless inconsistent with the context, the words and phrases set out below shall mean as follows:
  - 1.5.1. **"Agreement"** means these Subscriber General Terms and Conditions together with its annexures, applicable Sign-Up Form, relevant Service Annexure and any amendments or variations hereto or thereto;
  - 1.5.2. **"Authority"** means the Independent Communications Authority of South Africa established by section 3 of the Independent Communications Authority of South Africa Act 13 of 2000;
  - 1.5.3. **"Billing Dispute"** means an instance where a Subscriber states in good faith that their invoice contains incorrect charges, payments or adjustments. A Billing Dispute is a specific form of complaint dealt with only in terms of the Billing Dispute Procedure set out in clause 15;
  - 1.5.4. **"Billing Dispute Notice"** means a formal, written notice sent to FASTR by the Subscriber in accordance with the Billing Dispute Procedure;
  - 1.5.5. **"Billing Dispute Procedure"** means the procedure set out in clause 15 for the initiation and resolution of Billing Disputes;
  - 1.5.6. **"Business Day"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
  - 1.5.7. **"Charges"** means the fees, line and CPE rentals and any other charges levied by FASTR as set out in the FASTR Quotation or Sign-Up Form;
  - 1.5.8. **"Confidential Information"** means all information (in whatever form) which: (i) relates to the Agreement; or (ii) is designated as confidential by either Party; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets; know-how and personnel of either Party (including in the case of the Subscriber, Subscriber Data) and which may reasonably be regarded as the confidential information of the disclosing party;
  - 1.5.9. **"Customer Premises Equipment" or "CPE"** means the electronic communications equipment and/or related hardware or software installed at the Subscriber

Premises by FASTR to facilitate the provision of the Service(s);

- 1.5.10. **"Digital Signature"** means an electronic signature;
- 1.5.10.1. that uses a certificate based digital identification;
- 1.5.10.2. issued by an accredited certificate authority or trust service provider;
- 1.5.10.3. uniquely linked to the signatory;
- 1.5.10.4. that binds the signature to the document with encryption; and
- 1.5.10.5. can be verified using public key infrastructure, but need not be an advanced electronic signature as defined in the Electronic Communications and Transactions Act No. 25 of 2002;
- 1.5.11. **"Effective Date"** means the date on which a Sign-Up Form, duly completed by the Subscriber, is formally accepted by FASTR. On the Effective Date these Subscriber General Terms and Conditions and the terms of the applicable Service Annexure shall become binding on the Parties;
- 1.5.12. **"FASTR"** means FASTR Connect Proprietary Limited, a private company incorporated in accordance with the laws of the Republic of South Africa and bearing registration number 2023/507706/07;
- 1.5.13. **"FASTR Quotation"** means a quotation for a Service or Services, prepared by FASTR at the request of a prospective Subscriber;
- 1.5.14. **"Initial Term"** means the initial period of a new Service as indicated on the Sign-Up Form or accepted FASTR Quotation;
- 1.5.15. **"Internet"** means the international interconnected network of networks using the TCP/IP protocol to exchange data communications;
- 1.5.16. **"Internet Service"** means a Service providing access to the Internet together with any related Service equipment or support services, as specified in the relevant Sign-Up Form;
- 1.5.17. **"Network Operator"** means a person licensed in terms of the Electronic Communications Act No. 36 of 2005 who provides FASTR with electronic communications network services;
- 1.5.18. **"Party" or "Parties"** means either FASTR or the Subscriber;
- 1.5.19. **"Regulated Subscriber Data"** is that Subscriber Data of which the use, processing or transfer is regulated by law or regulation as "personal data" where FASTR or its respective agents come into possession of such Subscriber Data;
- 1.5.20. **"Service Annexure"** means the terms and conditions applicable to a specific Service provided by FASTR to the Subscriber and which terms and conditions may be updated from time to time and are incorporated by reference in a Sign-Up Form or FASTR Quotation issued by FASTR;
- 1.5.21. **"Services"** means the services provided by FASTR to the Subscriber as more fully described in an FASTR Quotation/Sign-Up Form and applicable Service Annexure;

- 1.5.22. **"Service Commencement Date"** means the date on which FASTR notifies the Subscriber that the Services are ready for use, alternatively the date on which the Services are used by the Subscriber, whichever date occurs first in time;
- 1.5.23. **"Sign-Up Form" or "SOF"** means a request for a specific Service completed by the Subscriber and delivered to FASTR and accepted by FASTR in accordance with this Agreement;
- 1.5.24. **"Service Term"** means, in relation to a Service, the total period for which a Service is provided pursuant to an FASTR Quotation or Sign-Up Form;
- 1.5.25. **"Subscriber"** means the user of any of the FASTR Services, as specified in the Sign-Up Form;
- 1.5.26. **"Subscriber Data"** includes, but is not limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of the Subscriber, its employees or authorised users of the Services, and other data provided to or obtained by FASTR and their respective agents in connection with the provision of Services;
- 1.5.27. **"Subscriber Premises"** means the Subscriber's business site/s where the CPE is to be installed and the Services are to be rendered as specified in the Sign-Up Form or FASTR Quotation.

## 2. NO RESALE PERMITTED

Unless the Subscriber has entered into a written reseller agreement with FASTR, the Subscriber is not entitled to resell, charge, transfer or otherwise dispose of the Service(s) (or any part thereof) to any third party.

## 3. THE SERVICES

- 3.1. At the Subscriber's request, FASTR may quote the Subscriber for specific Services. On acceptance of the FASTR Quotation, the Subscriber shall be bound by the Subscriber General Terms and Conditions and the applicable Service Annexure. FASTR Quotations remain valid for a period of 7 (seven) calendar days from date of issue. FASTR Quotations older than 7 (seven) calendar days may not be accepted, in FASTR's sole discretion.
- 3.2. Alternative to the FASTR Quotation, the Subscriber may, from time to time, complete and deliver a request for a Service(s) in the form of the Sign-Up Form to FASTR. The Sign-Up Form shall be in such format as is provided to the Subscriber by FASTR and FASTR may in its sole discretion decide whether or not to accept a Sign-Up Form delivered by the Subscriber.
- 3.3. A Sign-Up Form shall only be binding on both Parties once it has been formally accepted by

- 3.4. FASTR or the Service(s) has been provided to the Subscriber, whichever date comes first. Each FASTR Quotation accepted by the Subscriber or each Sign-Up Form delivered and accepted pursuant to these Subscriber General Terms and Conditions shall create an individual contractual relationship between the Parties for the duration of the Service Term. The Parties agree and confirm that their contractual relationship shall be governed by these Subscriber General Terms and Conditions, together with the relevant FASTR Quotation or Sign-Up Form and any applicable Service Annexure.
- 3.5. In addition to the terms of this Agreement, the Services shall at all times be subject to all laws and regulations applicable in the jurisdiction where the Service(s) is to be provided.
- 3.6. In the event of any conflict between the terms of the FASTR Quotation or Sign-Up Form (as the case may be), the Service Annexure and the terms of these Subscriber General Terms and Conditions then the order of precedence shall be as follows:
  - 3.6.1. FASTR Quotation or Sign-Up Form;
  - 3.6.2. Service Annexure; and
  - 3.6.3. These Subscriber General Terms and Conditions.
- 3.7. Without releasing it from any of its obligations, FASTR shall be entitled at any time and without notice to use subcontractors to perform some or all of its obligations, however such appointment shall not absolve FASTR from any non-performance and FASTR shall at all times remain fully liable to the Subscriber for the performance of its Services.
- 3.8. From time to time Network Operators change the configuration of their network services and in such an event the Subscriber acknowledges and agrees that such an amendment shall be effected by means of an automatic variation to the SOF as between the Subscriber and FASTR.
- 3.9. FASTR reserves the right to, from time to time, change the configuration of the Service or the CPE, provided always that such change will not materially affect the relevant Service(s). In this event, FASTR undertakes to give the Subscriber as much notice as is reasonably possible in the circumstances.

## 4. TERM

- 4.1. These Subscriber General Terms and Conditions shall apply once an FASTR Quotation has been accepted by the Subscriber or once a Sign-Up Form has been entered into between the Parties.
- 4.2. Each FASTR Quotation or Sign-Up Form shall commence on the signature date thereof. The Initial Period shall commence on the Service Commencement Date and shall endure for the

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duration thereof unless terminated in accordance with these Subscriber General Terms and Conditions.

- 4.3. Once the Initial Term of a Service has concluded and no notice of cancellation has been received from the Subscriber, the Agreement shall continue on a month-to-month basis subject to either Party's right to terminate on 1 (one) calendar month's written notice to that effect.
- 4.4. Services ordered on a month-to-month basis such continue indefinitely subject to either Party's right to terminate on 1 (one) calendar month's written notice to that effect.

## 5. CHARGES AND PAYMENTS

- 5.1. The Subscriber agrees to pay all FASTR Charges.
- 5.2. All payments made by the Subscriber to FASTR by debit order shall be made on the first Business Day of each calendar month.
- 5.3. All payments shall be made without deduction or set-off and shall be free of any bank charges.
- 5.4. In the event that the Subscriber disputes any amount on an invoice the Subscriber is required to lodge a dispute in accordance with the Billing Disputes Procedure detailed in clause 7 below.
- 5.5. The Subscriber may not withhold any amount unless a Billing Dispute Notice has been received by FASTR at least 5 (five) Business Days prior to the due date for payment of the respective invoice.
- 5.6. Charges shall be invoiced monthly in advance on the 25<sup>th</sup> day of the month and invoices shall be due and payable without demand by no later than the first Business Day of the following month.
- 5.7. A certificate signed by a director of FASTR, whose appointment and authority need not be proved, shall, unless the Subscriber can prove that the amount stated is incorrect, be proof of any amount owing by the Subscriber to FASTR under this Agreement.
- 5.8. FASTR may effect an annual increase in the Charges on 1 (one) calendar month notice to the Subscriber.

## 6. UPGRADES AND DOWNGRADES

- 6.1. The Subscriber may request an upgrade of their Service by either requesting and accepting a new FASTR Quotation or by submitting a new Sign-Up Form to FASTR at any stage, subject to the following:
  - 6.1.1. at least one (1) calendar month notice is provided to FASTR; and
  - 6.1.2. the Subscriber shall be charged pro-rata Charges from the date the upgraded Service is activated;
  - 6.1.3. any upgrade in Service is subject to a feasibility assessment; and

- 6.1.4. the Subscriber may be liable for additional Customer Premises Equipment Charges.
- 6.1.5. After the expiry of the Initial Term, the Subscriber may request a downgrade of a Service on a full calendar month notice provided that any such request must be submitted to FASTR after the expiration of the Initial Term.

## 7. SUSPENSION AND TERMINATION

- 7.1. FASTR may, without notice and without prejudice to any of its rights, suspend the Service(s) (or any part thereof) in any of the following circumstances:
  - 7.1.1. Subscriber fails to make payment on due date of any undisputed amount owed to FASTR;
  - 7.1.2. FASTR is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
  - 7.1.3. FASTR has reasonable grounds to consider that the Service(s) is being used fraudulently or illegally or in violation of clause 11;
  - 7.1.4. FASTR has reasonable grounds to consider that the Subscriber will not, or is unable to, make any payment of an undisputed amount which is due or is to fall due to FASTR;
  - 7.1.5. FASTR has reasonable grounds to consider that the Subscriber is, or has been, involved or connected with criminal activity or any other activity which may be detrimental to FASTR.
- 7.2. FASTR reserves the right to charge any applicable disconnection fee or reconnection fee that may be incurred as a result of suspension of a Service due to the fault of the Subscriber.
- 7.3. Notwithstanding anything else contained in this Agreement and without prejudice to any other remedies a Party may have against the other, a Party shall have the right at any time, and by giving written notice to the other Party, to terminate this Agreement with immediate effect if the other Party commits an act of insolvency or is placed under curatorship, provisional or final liquidation or sequestration, provisional or final judicial management or other similar disability.
- 7.4. If either Party breaches any material provision or term of this Agreement and fails to remedy such breach within 10 (ten) Business Days of written notice requiring it to do so from the other Party ("the Aggrieved Party") then the Aggrieved Party



shall be entitled without further notice to terminate this Agreement.

- 7.5. The right to terminate this Agreement is in addition to any other remedy available to the Aggrieved Party at law or under this Agreement, including (but not limited to) obtaining an interdict, claiming specific performance of any obligation or claiming damages.

## 8. EFFECT OF SUSPENSION AND TERMINATION

- 8.1. During a period of suspension FASTR incurs costs to ensure that the Service is immediately available once the grounds for the suspension has been removed, and accordingly Subscriber remains liable for the cost of the Services for the duration of any period of suspension.
- 8.2. Any termination or expiry of this Agreement shall not relieve the Subscriber of its payment obligations in respect of Charges incurred up to the time of termination or expiration. FASTR may immediately invoice the Subscriber for any and all outstanding Charges accrued up to the time of termination or expiration and payment shall immediately become due by the Subscriber.
- 8.3. Unless the Subscriber has paid for the CPE in full FASTR shall be entitled to levy an invoice against the Subscriber for the cost of the CPE, which invoice the Subscriber undertakes to pay immediately on presentation.
- 8.4. Should:
- 8.4.1. the Subscriber terminate this Agreement or any specific Services prior to the expiry of the Initial Term for any reason other than where FASTR is in breach or is unable to provide the Services any longer; or
- 8.4.2. FASTR terminates this Agreement or any specific Services pursuant to clause 7.4 above,
- then the Subscriber shall be liable to FASTR for reasonable early termination fees calculated based on the amount of months remaining in the Initial Term and all outstanding amortized installation and CPE charges.

## 9. CANCELLATION PROCESS

- 9.1. The Subscriber may terminate their Service(s) on 1 (one) calendar month written notice to FASTR. Such written notice must be sent by email to [support@fastr.co.za](mailto:support@fastr.co.za).
- 9.2. The Subscriber shall be liable for the Charges in respect of the cancelled Services for the duration of the cancellation notice period.
- 9.3. The Subscriber shall be liable for early termination fees and other costs specified in the respective

Service Annexure and must ensure that such Charges are paid in full on or before the conclusion of the cancellation notice period.

## 10. FASTR'S OBLIGATIONS

FASTR undertakes to:

- 10.1. comply with all applicable laws;
- 10.2. subject to clause 7.1, ensure that its employees, agents, or contractors shall not do anything, or omit to do anything, which:
- 10.2.1. damages the network or any part thereof;
- or
- 10.2.2. impairs or precludes the Subscribers use of the Services; and
- 10.3. provide the Services to the Subscriber in a manner that is in accordance with industry standards;
- 10.4. use its reasonable endeavours to keep the Services available at all times, taking into consideration that FASTR cannot be held liable for any failure or disruptions as a result of the actions or omissions of Network Operators or equipment;
- 10.5. use its reasonable endeavours to ensure that each Service conforms to applicable service descriptions and/or service levels as set out, or referred to, in the applicable Sign-Up Form and/or any applicable ancillary service level agreement.

## 11. THE SUBSCRIBER'S OBLIGATIONS

- 11.1. The Subscriber shall, in making use of the Services or the CPE, ensure that it, its employees, agents, contractors or other users of the Subscriber's Services comply with all applicable laws.
- 11.2. The Subscriber shall not, and shall ensure that its employees, agents, contractors or other users of the Subscriber's Services shall not, do anything or omit to do anything which directly or indirectly damages FASTR's, or the Network Operator's, network or any part thereof and/or impairs or precludes FASTR (and any person with whom FASTR interconnects or shares facilities with) from being able to provide its Services in a professional manner.
- 11.3. The Subscriber undertakes that they, and where relevant, their employees, will deal with FASTR employees and designated contractors in a courteous, respectful and professional manner and not in any manner act in an abusive way.
- 11.4. The Subscriber shall grant or shall procure the grant to FASTR or its authorised representatives all rights of access to the Subscriber Premises, including any necessary licences, waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. The Subscriber shall advise FASTR in writing of all health and safety rules and regulations and any other reasonable security

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requirements applicable at the Subscriber Premises, and FASTR shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at the Subscriber Premises.

- 11.5. The Subscriber shall provide FASTR with such facilities and information as FASTR may reasonably require, to enable it to perform its obligations or exercise its rights under the Agreement.
- 11.6. The Subscriber shall indemnify FASTR and its affiliates/representatives for any and all losses, damages, costs or expenses resulting from or arising out of any breach of the warranties set out in this clause 11 and/or any third party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of the Subscriber which is, or if substantiated would be, a breach of this clause 11.

## 12. CUSTOMER PREMISES EQUIPMENT

- 12.1. FASTR shall at all times retain ownership over the CPE unless the contrary is provided for in the applicable Service Annexure, FASTR Quotation or Sign-Up Form.
- 12.2. When the Services require that CPE be installed at the Subscriber Premises, the Subscriber shall provide the necessary space, electricity supply and environmental conditions required for the CPE, subject to the Subscriber being provided with at least 2 (two) Business Days' notification from FASTR.
- 12.3. Unless the contrary is provided for in the applicable Service Annexure, FASTR Quotation or Sign-Up Form, the CPE delivered to the Subscriber for the provision of the Services shall not become the property of the Subscriber and shall be charged for by FASTR if the Services are terminated before the expiry of the Initial Term.
- 12.4. All risk in and responsibility for the CPE shall pass to the Subscriber on delivery of the CPE, which delivery shall be evidenced by the Digital Signature or signature of a representative of the Subscriber or a waybill issued by a courier company.
- 12.5. FASTR will instruct contractors to install the CPE at the Subscriber Premises and further instruct such contractors to maintain the CPE for the duration of this Agreement. FASTR's agents, representatives, employees and contractors may at all reasonable times enter the Subscriber Premises to inspect the CPE or carry out any necessary repairs, replacement of CPE or other maintenance work or to discontinue the service should payment not be made on the due date.
- 12.6. The Subscriber shall always keep CPE in its possession and control at the Subscriber Premises

and may not give up possession of the CPE, in whole or in part, to any third party or remove and/or re-install the CPE at a different location. Unless expressly authorised by FASTR, the Subscriber may not make any alteration or modification to the CPE, including the software incorporated in the CPE.

- 12.7. If the CPE is lost, stolen or damaged (inclusive of damage sustained due to power surges and lightning storms), the Subscriber shall immediately notify FASTR thereof in writing. The Subscriber shall be liable to FASTR for the replacement cost and re-installation cost of the CPE or the cost of repair if it is economically feasible to repair the CPE.

## 13. SUPPORT

- 13.1. Support for technical issues must be logged telephonically, per email or via the online customer portal. FASTR's relevant contact details can be found on our website: [www.fastr.co.za](http://www.fastr.co.za).
- 13.2. When logging a request for support the Subscriber is required to provide FASTR with accurate and up-to-date information.
- 13.3. FASTR shall not be held liable for any loss suffered as a result of the Subscriber's failure to provide accurate information.
- 13.4. Any request for support sent to the incorrect parties may result in a delayed response and turnaround time for which FASTR shall not be held liable.
- 13.5. The Subscriber acknowledges that in some instances support turnaround times are subject to Network Operator turnaround times, over which FASTR has no control.

## 14. COMPLAINTS AND GENERAL DISPUTE RESOLUTION

- 14.1. Complaints must be submitted to FASTR via its email address: [support@fastr.co.za](mailto:support@fastr.co.za). All submitted complaints shall be dealt with in accordance with the provisions of this clause 14.
- 14.2. The Subscriber acknowledges that the Subscriber is obliged to give FASTR a reasonable opportunity to resolve a complaint before the Subscriber may escalate the complaint to the Authority.
- 14.3. Without prejudice to the Subscriber's rights, the Subscriber is required to submit all complaints to FASTR before proceeding to the Authority, court or dispute resolution body for resolution.
- 14.4. The Subscriber must direct all complaints to [support@fastr.co.za](mailto:support@fastr.co.za). The complaint so submitted must include, at a minimum, the following information:
- 14.4.1. The Subscriber's full names; and

14.4.2. The Subscriber's account number with FASTR; and

14.4.3. Full particulars of the cause for complaint inclusive of the date the complaint arose.

14.5. FASTR undertakes to acknowledge receipt of the Subscriber's complaint submitted in accordance with this clause within 48 (forty-eight) hours and shall respond formally within 14 (fourteen) Business Days with its findings in respect of the complaint.

14.6. If the Subscriber is unhappy with the outcome of a complaint, then the Subscriber may escalate the complaint to the Authority for resolution. The Authority may be contacted via email at [consumer@icasa.org.za](mailto:consumer@icasa.org.za) or via telephone at 011 533 3000.

## 15. BILLING DISPUTE PROCEDURE

15.1. Should the Subscriber dispute an invoice or part of an invoice the Subscriber is required to submit a formal Billing Dispute Notice to FASTR via [support@fastr.co.za](mailto:support@fastr.co.za) alternatively, the Subscriber may log an accounts related ticket via the online customer portal. Such Billing Dispute Notice must contain sufficient information to enable FASTR to properly access the Billing Dispute, and at a minimum must contain the following information/documentation:

15.1.1. the Subscriber's full particulars, contact details, and FASTR reference number or customer account number; and

15.1.2. a copy of the relevant invoice, alternatively the invoice number and date; and

15.1.3. the reason for the dispute;

15.1.4. the amount in dispute; and

15.1.5. any supporting documentation.

15.2. The Subscriber acknowledges and agrees that:

15.2.1. the Subscriber is obliged to give FASTR a reasonable opportunity to resolve the Billing Dispute before the Subscriber may escalate a Billing Dispute to the Authority; and

15.2.2. any Billing Dispute that is not submitted in accordance with this Billing Dispute Procedure is payable in full by the Subscriber on or before the respective invoice due date; and

15.2.3. an amount that is not in dispute ("Undisputed Amount") may not be withheld by the Subscriber for any reason whatsoever, including, without limitation, when that amount is on an invoice together with an

amount that is in dispute ("Disputed Amount"); and

15.2.4. The Billing Disputes Procedure is only triggered when FASTR receives a Billing Dispute Notice which is:

15.2.4.1. submitted by the Subscriber at least 5 (five) Business Days before the due date of the respective invoice; and

15.2.4.2. contains the minimum information required, as set out in clause 15.1 above.

15.3. FASTR will not entertain a Billing Dispute based on unauthorised use of the Service(s) by a Subscriber or a third party as it is the Subscriber's sole responsibility to safeguard access to the Service(s) and to use such Service(s) in accordance with the manner set out in the application Service Annexure.

15.4. FASTR undertakes to acknowledge receipt of a properly submitted Billing Dispute Notice within 3 (three) days and undertakes to provide a formal response to the Subscriber within 14 (fourteen) day thereafter.

15.5. Should FASTR request further information or documentation reasonably required to properly access and decide on the matter the Subscriber must provide such information as soon as possible, with the 14 (fourteen) day period being suspended until the information or documentation is received by FASTR.

15.6. Should FASTR determine that the Disputed Amount is in fact due to FASTR then the Subscriber must make payment of such amount with 5 (five) Business Days of receipt of written notice to this effect.

15.7. If the Subscriber is unhappy with the outcome of a Billing Dispute, then the Subscriber may escalate the dispute to the Authority for resolution. The Authority may be contacted via email at [consumer@icasa.org.za](mailto:consumer@icasa.org.za) or via telephone at 011 533 3000.

## 16. MAINTENANCE

16.1. Scheduled maintenance on the systems and equipment owned or controlled by FASTR network will be performed on notice to the Subscriber.

16.2. FASTR also reserves the right to perform emergency maintenance without prior notice.

16.3. The Subscriber acknowledges that each Network Operator and third-party supplier has its own maintenance periods over which FASTR has no

control. However, FASTR shall endeavour – without providing any guarantee – to provide as much notice as is possible to the Subscriber of maintenance work by third parties affecting service availability.

## 17. INTELLECTUAL PROPERTY, IP ADDRESS AND DOMAIN NAMES

- 17.1. The Subscriber acknowledges that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and where so ever enforceable, which are used in connection with the Service and/or Service equipment, shall remain the sole property of FASTR or its affiliates/contractors .
- 17.2. Without limitation to clause 17.1. the Subscriber acknowledges that it shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of FASTR without FASTR's prior written consent.
- 17.3. The Subscriber warrants that any domain name registered or administered on its behalf will not contravene the trademark or other intellectual property rights of any third party and that it shall comply with the rules and procedures of the applicable domain name authorities, registries and registrars. The Subscriber shall indemnify FASTR in respect of any and all losses, damages, costs and expenses arising from or in connection with breach of this clause 17.2. The Subscriber irrevocably waives any claims against FASTR which may arise from the acts or omissions of domain name registries, registrars or other authorities.
- 17.4. Any Internet Protocol (IP) addresses assigned to the Subscriber by FASTR in connection with an Internet Service shall be used solely in connection with the Internet Service. If such Internet Service is discontinued for any reason (including termination of the Agreement or the Internet Service), the Subscriber's right to use the IP addresses shall immediately cease and the IP addresses shall be returned immediately to FASTR.
- 17.5. If the Subscriber does not move the domain name(s) registered by FASTR to another Internet provider within one month after termination of the Agreement and/or the Internet Service, FASTR reserves the right to terminate the domain name(s) registered by FASTR for the Subscriber with the applicable domain name authorities, registries and registrars.

## 18. LIMITATION OF LIABILITY AND INDEMNITY

The Subscriber's attention is drawn to the limitation of risk and liability of FASTR in accordance with section 49(1) of the Consumer Protection Act No. 68 of 2008. The Subscriber

acknowledges and confirms that this specific clause of the Agreement has been brought to the Subscriber's attention and that limitations and liabilities of this Agreement have been explained to the Subscriber.

- 18.1. Subject to clause 18.4 but otherwise notwithstanding anything else in this Agreement, each Party's total liability to the other in contract, delict or otherwise arising in connection with the Agreement, except in respect of any liability arising pursuant to the Subscriber's obligations set out in this Agreement, shall be limited to:
  - 18.1.1. For any event or series of connected events a value equal to 6 (six) times the value of the average monthly billing of the affected Service(s); and
  - 18.1.2. Notwithstanding clause 18.1.1 a maximum amount in aggregate in any 12 (twelve) month period of 12 (twelve) times the value of the average monthly billing of the affected Service(s). (The average being calculated using 3 (three) months of billing prior to the aforementioned event or series of connected events).
- 18.2. For the avoidance of doubt, for the purposes of clause 18.1 the limits on liability expressed above are cumulative and apply across all Services.
- 18.3. Neither Party shall be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of revenues, loss of anticipated savings or lost profits, whether or not reasonably foreseeable at the time when the Agreement was entered into.
- 18.4. The Subscriber acknowledges that FASTR is unable to exercise editorial or other control over any content placed on or accessible through the Subscriber's use of the Services and FASTR shall have no liability as to the quality, content or accuracy of information received through or as a result of the use of the Services.
- 18.5. Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from its negligence.
- 18.6. The Subscriber indemnifies FASTR, its associates, directors, officers and employees against any loss, damage, liability and expense, arising from any occurrence caused by a negligent act or omission of the Subscriber, or any of its associates, directors, officers, employees, representatives, agents, independent contractor of the Subscriber or its customers, which indemnity shall survive this Agreement.

## 19. SUBSCRIBER DATA, PRIVACY AND RICA

- 19.1. The Subscriber acknowledges that FASTR and its respective contractors will, by virtue of the Initial: \_\_\_\_\_

provision of Services, come into possession of Subscriber Data.

19.2. FASTR has implemented and maintains appropriate technical and organisational measures to protect Subscriber Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing. The Subscriber acknowledges that it has the right to access Regulated Subscriber Data upon written notice and have any agreed errors in such Regulated Subscriber Data rectified.

19.3. The Subscriber acknowledges and agrees that FASTR and its respective subcontractors may use or process Subscriber Data:

19.3.1. in connection with the provision of Services;

19.3.2. to incorporate Subscriber Data into databases controlled by FASTR for the purpose of administration, provisioning, billing and reconciliation, verification of Subscriber identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis; and

19.3.3. to communicate to the Subscriber by voice, letter or email regarding products and services of FASTR; and

the Subscriber may withdraw consent for such use, processing or transfer of Subscriber Data as set out above by sending a written notice to FASTR to such effect, unless it is required to (i) provision, manage, account and bill for the Services; (ii) carry out fraud detection; or (iii) comply with any statutory obligation, regulatory requirement or court or other public authority order.

19.4. The Subscriber warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Subscriber Data as described in this clause 19.

## 20. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

**Save for those warranties expressly set out in this Agreement, FASTR makes no representations or warranties whatsoever, whether express or implied, to the Subscriber as to the condition of the CPE or as to the fitness of the Services for any purpose whatsoever.**

## 21. LEGAL ADDRESS FOR SERVICE

21.1. Except as otherwise expressly provided for herein, any notice required or authorised to be given under the Agreement shall be delivered by hand or by email to the address stated on the FASTR

Quotation or Sign-Up Form and shall be deemed to have been served (unless the contrary is proven):

21.1.1. if delivered by hand, on the next Business Day;

21.1.2. if sent by email, on the next Business Day following successful transmission.

21.2. Notwithstanding the provisions of this clause, any legal notice that has been sent or transmitted and that has been received by the other Party shall be deemed to have been delivered in accordance with the terms of these Subscriber General Terms and Conditions.

## 22. GENERAL

22.1. This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

22.2. Each Party warrants to the other Party that it has the authority to enter into this Agreement.

22.3. No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both Parties either by hand or with the use of Digital Signature.

22.4. The Subscriber shall be liable for all costs including legal costs on an attorney and client scale, tracing costs and collection commission incurred by FASTR in respect of the enforcement of any obligations of the Subscriber under this Agreement.

22.5. No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party shall under any circumstances be construed to be an implied consent or a waiver by such Party.

22.6. The Subscriber may not assign, cede, delegate, transfer or otherwise dispose of its rights and obligations under this Agreement without the written consent of FASTR. FASTR may assign, cede, delegate, transfer or otherwise dispose of its rights and obligations under this Agreement.

22.7. If any provision of this Agreement is rendered void, illegal or unenforceable the remaining provisions will not in any way be affected or impaired thereby and the Parties undertake to try to reach agreement on an alternative provision to the void, illegal or unenforceable provision.

- End of Subscriber General Terms and Conditions -
- Service Annexure: Fibre to the Business overleaf -



## SERVICE ANNEXURE – FIBRE TO THE BUSINESS

THIS SERVICE ANNEXURE IS CONCLUDED IN CONJUNCTION WITH THE FASTR SUBSCRIBER GENERAL TERMS AND CONDITIONS AND APPLICABLE FASTR QUOTATION OR SIGN-UP FORM WHICH SHALL ALL BE READ AS ONE AGREEMENT.

### 1. SERVICE DESCRIPTION AND EXCLUSIONS

The Fibre to the Business ("FTTB") Internet Service provides the Subscriber with access to the Internet for the transmission and delivery of data packets to and from other networks at the maximum rates set forth in the FASTR Quotation or Sign-Up Form. The FTTB Internet Service does not include support of local area networks (including Subscribers' Wi-Fi networks, security or any other ancillary services. Where such services are offered by FASTR, those services must be ordered by Subscriber and are subject to their own product specific terms and conditions).

### 2. FEASIBILITY STUDIES

- 2.1. The provision of access circuits are subject to feasibility studies.
- 2.2. Desktop surveys are performed to conduct initial feasibility studies in order to assist with estimation of availability, lead times and costs.
- 2.3. Network Operators may amend feasibility results during implementation of a Service when circumstances arise that were not foreseeable during desktop surveys. Examples include excessive fees charged by landlords for access to their premises or substantially altered civil works due to unforeseen factors.
- 2.4. When a Network Operator amends a feasibility result it may lead to the access circuit being reclassified from "feasible" to "not feasible" in which event any agreement that FASTR and Subscriber have concluded will be extinguished.
- 2.5. Amended feasibilities may also lead to increased installation costs or installation lead times. In the event of changes to the feasibility results the Subscriber agrees to hold FASTR harmless and to cooperate with FASTR in good faith to conclude amended terms and conditions that accommodates such changes.

### 3. INSTALLATION OF AN ACCESS CIRCUIT

- 3.1. The duration to install an access circuit is subject to many factors which are outside the control of FASTR or the Network Operators. These include, but are not limited to, obtaining approvals from municipalities, roads agencies, utilities providers, other Network Operators, private landowners, and landlords. Construction work may be affected by inclement weather conditions.
- 3.2. **Installation times are therefore only estimates.**

- 3.3. FASTR shall request the Network Operator do everything reasonably and practically possible to meet installation times but shall not be held liable in any way whatsoever for any delays in the installation of an access circuit. Should the Subscriber terminate the Agreement before an access circuit is installed, the Subscriber shall be obliged to pay to FASTR a termination fee as set out in the General Terms and Conditions.
- 3.4. The Subscriber shall be responsible for making available, at no cost to FASTR, power, space, including mast space, ducting and other facilities for the purposes of housing the Network Operator's equipment required for the provision of the access circuit to FASTR. The Subscriber shall ensure that the Subscriber's Premises are accessible at any reasonable time as may be required by FASTR to fulfil its obligations under this Agreement.
- 3.5. The Subscriber acknowledges that he/she/it is solely responsible for obtaining landlord approvals and consents necessary for the installation and use of the Services.
- 3.6. In the case of jointly used office buildings there is often a common entrance point for telecommunication providers. Any facilities and extra cabling necessary in such circumstances, in particular the connection between the telco entrance point / meet-me-room and Subscriber's Premises, are not included in the provision of the Service and are the Subscriber's sole responsibility. Any costs associated to utilise the telco entrance / meet-me-room shall be for the Subscriber's account.
- 3.7. After installation, the Network Operator supplies, configures and tests the access circuit.
- 3.8. Each Network Operator defines its own standard installation. If the installation is considered a non-standard installation by the Network Operator and/or a re-installation or move of network coverage is required, the Subscriber shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the access circuit. Such costs shall either be charged by the relevant Network Operator directly to the Subscriber, or through FASTR, depending on the business model of the Network Operator.
- 3.9. At any point after installation of an access circuit, FASTR shall be entitled to replace the Subscriber's access circuit with any other access circuit provided that:
  - 3.9.1. the replacement of an access circuit does not result in the Subscriber incurring any additional charges; and
  - 3.9.2. the quality of the new access circuit is equal to, or better than, the replaced access circuit.
- 3.10. Once the Network Operator has installed and tested the access circuit, it will generally provide FASTR with a ready for service notification. The Service Commencement Date is the date that FASTR notifies

the Subscriber that the Service is ready for use, alternatively the date on which the Service is first used by the Subscriber, whichever occurs first.

- 3.11. Installation of the Service expressly excludes setting up the Subscriber's computer, email account or supporting internal network.

#### 4. THROUGHPUT RATES AND IP ACCESS

- 4.1. Access to and across the FASTR IP network is at the maximum throughput rates set out in the FASTR Quotation or Sign-Up Form.
- 4.2. The global Internet is by design Best Effort in nature and no individual service provider has any ability to control the reliability of the Internet beyond its own network. Due to the Best Effort natures of the Internet, maximum throughput rates cannot be guaranteed.
- 4.3. Technical support should be requested only where the performance of the access circuit is consistently below the advertised maximum bandwidth speed divided by the advertised contention ratios.
- 4.4. Web-based speed-tests are not reliable and will not be accepted by FASTR as conclusive proof of non-performance or breach of contract.
- 4.5. If a support call is logged with FASTR, FASTR shall use industry accepted tests in a controlled test environment to verify the performance of the access circuit. FASTR's tests shall be conclusive.

#### 5. CUSTOMER PREMISES EQUIPMENT ("CPE")

- 5.1. The CPE will be provisioned with a standard configuration in respect of the ordered Service.
- 5.2. The Subscriber must identify a suitable location for the CPE. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the access circuit and a 220V energy supply to the position the Network Coverage is not greater than 2 (two) metres. Non-compliance with this clause may result in a degraded Service, for which FASTR cannot be held liable.
- 5.3. In the event of failure of any component making up the CPE, FASTR will repair or replace (at FASTR's discretion) the affected component where such failure is covered by the warranty of the original network coverage manufacturer. Where such CPE is replaced, the Subscriber must return the affected CPE component to FASTR.
- 5.4. The Subscriber accepts liability for any costs incurred by FASTR as a result of repair or replacement of CPE where the failure was caused by the Subscriber's use, misuse or changes to the CPE.
- 5.5. Responsibility for the IP configuration in respect of the CPE lies with FASTR.
- 5.6. The CPE provided to the Subscriber for the provisioning of the Service(s) shall become the property of the Subscriber subject to the following:

- 5.6.1. The Subscriber pays for the CPE in full, upfront before commencement of the Service(s); or
- 5.6.2. The cost of the CPE shall be incorporated into the Charges for the Service(s) however, should the Subscriber terminate the Service(s) before the expiration of the Initial Term, the Subscriber acknowledges that he/she/it shall be liable for a charge in respect of the CPE.

#### 6. IP ADDRESSES

Any public/static IP address allocated by FASTR to the Subscriber remains the property of FASTR and the Subscriber will have a limited, non-transferable licence to use such IP address for the Service Term.

#### 7. SECURITY

- 7.1. The Subscriber acknowledges that it is solely responsible for all security measures required in respect of the Service and FASTR shall not be held liable for any losses arising out of any security breaches of the Subscriber's Service.
- 7.2. FASTR shall not be liable to the Subscriber for any losses of whatsoever nature arising from malware, ransomware, phishing, vishing, or any similar malicious attack on the Subscriber.

#### 8. RELOCATION

- 8.1. The access circuit is provided at the Subscriber's Premises in accordance with the address provided on the FASTR Quotation or Sign-Up Form.
- 8.2. Unless specifically agreed in writing to the contrary, Subscriber's relocation will be processed as a termination of the current FTTB Internet Access Service and a new contract for FTTB Internet Service at the new Subscriber Premises. Cancellation penalties imposed by Network Operators may apply, and the Subscriber agrees that such penalties may be passed through to the Subscriber by FASTR.
- 8.3. To ensure minimum disruption to the Subscriber, FASTR will require at least 6 (six) months' notice of the Subscriber's intention to relocate the Services, together with full details of the new Subscriber Premises.
- 8.4. All requests for the access circuit at new premises shall be subject to a feasibility study as set out in clause 2 to determine whether a Network Operator has adequate infrastructure or Network Coverage in order to provide the Internet Services at that specific location.
- 8.5. If, after a feasibility study has been conducted it is found that:
  - 8.5.1. it is not feasible to provide the Services at the alternative Subscriber Premises; or
  - 8.5.2. a new access circuit will not be installed by the time the Subscriber moves to the new Subscriber Premises;

then FASTR shall suggest an alternative Service to be provided to the Subscriber as a replacement service and, notwithstanding the provisions of clause 8.2, the Subscriber shall be obliged to procure from FASTR such replacement service as best meets the Subscriber's requirements.

- 8.6. Services provided on new access circuits or as a replacement to the access circuit shall be on a new contract term and shall not continue for the duration of the term of the access circuit associated to an existing address, unless FASTR agrees otherwise in writing.
- 8.7. In the event that it is not possible to provide the Subscriber with an alternative access circuit or an alternative Service at the new premises, it shall be regarded with as an early termination and dealt with in accordance with the termination provisions set out in the General Terms and Conditions.

## 9. CHARGES

- 9.1. Unless otherwise agreed between the Parties on an FASTR Quotation or Sign-Up Form, on installation the once-off installation fee, router delivery costs, administration fee as well as a pro-rata portion of the monthly Charges shall be due and payable within 5 (five) Business Days. Should payment not be received on due date FASTR shall be entitled to suspend the Service and a re-activation fee shall be applicable.
- 9.2. All Charges are including VAT unless expressly stated otherwise.
- 9.3. FASTR shall be entitled to increase the charges under the following circumstances:
  - 9.3.1. Once per year, FASTR shall pass an annual increase that will be linked to the increased cost of providing the Services in general;
  - 9.3.2. FASTR may increase the charges commensurate with increases of charges by Network Operators for the rental of the access circuit.
- 9.4. The Subscriber acknowledges that if the Subscriber terminates a Service before the expiry of the Initial Term the Subscriber may be liable for:
  - 9.4.1. an early termination fee; and/or
  - 9.4.2. the balance of an amortized installation fee or amortized CPE fee due by the Subscriber in relation to the terminated Service in the case of fixed term agreements, if the Subscriber terminates prior to the expiry of the Initial Term.
- 9.5. The Subscriber shall be liable for the Charges in respect of the cancelled Services for the duration of the cancellation notice period.

-END-