

Individual Subscriber Agreement Terms & Conditions

PARTIES TO THIS AGREEMENT

This Subscriber Agreement (this "Agreement") is made and entered into this ... day of ... 2023 ("Effective Date") by and between Newco Fibre (Pty) Ltd., a limited liability company registered in terms of the laws of the Republic of South Africa with registration number: 2019/415794/07 having its principal place of business

34 Magwa Crescent, Midrand, Gauteng. (Herein after called "The Supplier") AND _____
having their principal place of residence at , _____

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this "Agreement" the following expressions, words, or phrases, shall bear the meanings assigned to them below:
 - 1.1.1 "Agreement" shall mean this "Agreement" as set out herein together with the Individual Subscriber Agreement.
 - 1.1.2 "Effective Date" shall mean the date of signature of this "Agreement".
 - 1.1.3 "Commencement Date" shall mean the date of activation of the "Services".
 - 1.1.4 "System" shall mean the radio interface, fixed line, or any other means by which telecommunication services are provided by "The Supplier".
 - 1.1.5 "Services" shall mean the basic telecommunication service providing speech and/or data communication via the "System" and any other such service "The Supplier" may at its option choose to make available to "The Subscriber".
 - 1.1.6 "USI" shall mean the Unique Subscriber Identity, which identifies "The Subscriber" to the "System" and allows access to the "System" and "Services".
 - 1.1.7 "Tariff" shall mean the "Tariff" of charges as published and amended from time to time by "The Supplier" in its sole discretion.
 - 1.1.8 "Equipment" shall mean the voice and/or data apparatus, together with all additions or accessories thereto including hardware, software, and intellectual property, as specified in this "Agreement" and its schedules, if applicable.
 - 1.1.9 "Monthly Access Charge" shall mean the monthly charge for being connected to the "System" as specified in the "Tariffs".
 - 1.1.10 Words that have not been defined in this "Agreement" but have a generally and commonly understood meaning and context in the Information Technology and Telecommunication sector will be interpreted as having that meaning and context.

2. CONNECTION TO THE SYSTEM AND PROVISIONS OF THE SERVICES

- 2.1. "The Supplier" shall allocate a "USI" to "The Subscriber" and connect "The Subscriber" to the "System" and "The Supplier" shall use its best endeavours to make the "Services" available to "The Subscriber" throughout the duration of this "Agreement".
- 2.2. "The Subscriber" acknowledges that he will be liable for all charges for the "Services" rendered through the "System" uniquely identified by said "USI" at the rates as specified by "The Supplier".
- 2.3. "The Subscriber" acknowledges and agrees that "The Supplier" can only guarantee the service if the other telecommunication "Equipment", including but not limited to telephone sets, modems, routers, switches, and hubs, connected to the "System" is approved by "The Supplier".
- 2.4. "The Subscriber" hereby agrees that all necessary and adequate precautions will be taken to ensure that no unauthorised and/or fraudulent usage of the "Services" occurs. Pursuant to this clause; "The Supplier" shall not accept any liability of whatsoever nature or howsoever arising because of this clause not being fully adhered to by "The Subscriber".
- 2.5. In the event of a more suitable or advantageous means of the "System" becoming available to "The Subscriber" at any time, "The Subscriber" agrees that "The Supplier" will be given first right of refusal of the provision of any service(s) made available via said "System". "The Subscriber" acknowledges that these service(s) may be made available by "The Supplier" at an additional charge and that additional or replacement "Equipment" may be required.
- 2.6. "The Subscriber" hereby agrees that "The Supplier" will have the right to reroute voice/data traffic in order to maintain the optimum running of the Service. "The Subscriber" acknowledges that voice traffic may be routed via various "Tariffs" as seen fit by "The Supplier".

3. PAYMENT

- 3.1. In consideration of the provision of the "Services" or "Equipment", whatever the case may be, "The Supplier" shall debit "The Subscriber" the "Monthly Access Charge" in advance by no later than the 1st (first) of each month whether or not the "Services" have been or are being utilised by "The Subscriber". The service will be suspended if any amounts due have not been received before the 1st of the month. "The Supplier" operates strictly on payment in advance. In the case where an account is not paid by the start of the usage period; our billing "System" automatically suspends the service. To avoid the inconvenience of suspension of your service, please ensure that your account is settled before the due date; namely 1st of the month, in advance.
- 3.2. Should any debit order be returned unpaid or stopped for whatsoever reason or should "The Supplier" exercise its right to suspend the provision of the "Services" due to late or non-payment of any monies due in terms hereof by "The Subscriber", then "The Subscriber" shall

- 3.3. pay an administration/reconnection fee of R100 (One Hundred Rand) or as may be levied by "The Supplier" from time to time for each such non-payment, suspension or any other breach of this "Agreement" which amount shall be payable upon demand and recoverable by "The Supplier". An additional R50 (Fifty Rand) penalty fee will be charged for any failed debit order where funds have not been provided for in your account.
- 3.4. All applicable national and local taxes, fees, surcharges and all other related charges that may be imposed or levied on "The Subscriber" as a result of this "Agreement" or by any appropriate statute or regulation which provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, "Taxes") will be paid by "The Subscriber".
- 3.5. "The Subscriber" shall not be entitled to offset or deduct any monies in respect of "dropped or discontinued" calls and/or connections or temporarily unavailable "Services".

4. DURATION

Subject always to the provisions of clause 8. (Termination Clause); this "Agreement" shall commence on the commencement date and shall continue for a minimum period as stipulated on the Individual Subscriber "Agreement" as "Agreement Period" thereafter may be terminated by "The Supplier" giving notice to "The Subscriber" in terms of Clause 8 (Termination clause) or by "The Subscriber" giving "The Supplier" not less than a calendar month 30 (thirty days) written notice of termination.

5. INSTALLATION OF EQUIPMENT

- 5.1. "The Subscriber" shall allow "The Supplier" or its approved representative to carry out such work at "The Subscriber's" premises as is necessary to effect implementation of the "Services" and indemnifies "The Supplier", its directors, employees, agents or approved representatives against all damages, costs and expenses incurred in performing such implementation and as a result of such implementation.
- 5.2. Should the "Equipment" installed at "The Subscriber's" premises be damaged, lost, stolen, un-operational or undergoing repair, "The Subscriber" agrees that this "Agreement" is not conditional upon such availability or operation of the "Equipment" and this "Agreement" shall continue in full force and effect and "The Subscriber" shall continue to pay all amounts due in terms hereof.
- 5.3. "The Subscriber" shall provide the necessary space, electricity supply and environmental conditions required for the "Equipment", all at "The Subscriber's" cost.
- 5.4. All "Equipment" not bought and paid for in full by "The Subscriber" will remain the sole and exclusive property of "The Supplier" until paid for in full and nothing contained herein will give or convey to "The Subscriber" any right, title or interest whatsoever in such "Equipment", which will at all times be and remain personal property of "The Supplier" not withstanding that it may be or become attached to or embedded in realty.

6. LIMITATION OF LIABILITY

- 6.1. "The Supplier" gives no warranties, representations, guarantees, or undertakings express or implied, concerning the "Equipment" and/or the "Services". Neither "The Supplier" nor its holding company, any of its subsidiaries, sub-contractors, employees, affiliates or agents shall be liable or responsible for any loss or damage of whatsoever nature or howsoever arising in consequence of any omission by "The Supplier", its holding company, its subsidiaries, subcontractors, employees, affiliates or agents in the supply or failure of the "Equipment" and/or the "Services" or otherwise, irrespective of whether such loss or damage is attributable to the fault or negligence of "The Supplier", its holding company, its subsidiaries, sub-contractors, employees, affiliates or agents.
- 6.2. "The Supplier" shall not be under any liability (including liability for negligence) for any loss or damage or injury to "The Subscriber" whatsoever no matter when or how, arising out to the provision of the "Services" or otherwise, whether direct or indirect, consequential, or contingent and whether foreseeable or not and in particular not be liable for financial loss of profits, contract, business anticipated, savings use or goodwill.
- 6.3. "The Subscriber" acknowledges and agrees that the "Services" quality and coverage available to "The Subscriber" shall be limited to that provided by the data, fixed line, wireless or GSM Network Providers and the "Services" may from time to time be adversely affected by physical features such as buildings and underpass as well as atmospheric conditions and other causes of interference.

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- 6.4 The service provided by "The Supplier" expressly exclude problems caused by: any misuse or unauthorized tampering with hardware or software; electrical malfunction; any misuse, wilful act or default attributable to "The Subscriber", its agents, employees or sub-contractors; force majeure; or irregular or fluctuating electrical power supply.
- 6.5 Although all reasonable effort is made, "The Supplier" makes no guarantee that "Services" will be rendered and transmitted error free or without virus, and further that the "Services" are secure from unlawful access.

7. USE OF THE SERVICE, STATUTORY AND REGULATORY PROVISIONS AND SUBSCRIBER APPARATUS

- 7.1 "The Subscriber" shall always comply with all statutory or other regulatory provisions relating to wireless telegraphy and telecommunications services applying to the provision and use of the "Services", from time to time. In addition, "The Subscriber" shall:
 - 7.1.1 Comply with any instructions issued by "The Supplier" which concern "The Subscriber's" use of the "Services" or connected matters; and provide "The Supplier" with all such necessary information that "The Supplier" may reasonably require; and
 - 7.1.2 Only use apparatus which is approved for use with the "System" by "The Supplier" in writing.
- 7.2 "The Supplier" warrants that it is licensed with the relevant South African authorities to render all the "Services" as outlined in this "Agreement".

8. TERMINATION

- 8.1 "The Supplier" may terminate this "Agreement" by notice if;
 - 8.1.1 Any license to operate or use of the "System" is revoked, terminated, or modified for any reason either in whole or in part; or
 - 8.1.2 "The Subscriber" is in breach of any of the terms of this "Agreement" and has failed to remedy the breach within 7 (seven) days of written notice by "The Supplier"; or
 - 8.1.3 A receiver or liquidator is appointed in relation to "The Subscriber" or an application for the sequestration or the winding-up of "The Subscriber" is made or any warrant of execution is issued against "The Subscriber". In this case "The Supplier" may terminate this "Agreement" with immediate effect.
- 8.2 It is agreed that "The Subscriber" may cancel this "Agreement" by giving 7 (seven) days prior written notice if "The Supplier" can no longer perform its duties under this "Agreement" by way of Legislation being passed by an Act of Parliament or a court ruling, after final appeals have been heard ordering the termination of the "Services".
- 8.3 Pursuant to clause 4 (Duration Clause); should "The Subscriber" terminate this "Agreement" for reasons other than default by "The Supplier" or should "The Supplier" terminate this "Agreement" for default by "The Subscriber" within 6 months from the date of activation then "The Subscriber" will pay "The Supplier" 100% of any outstanding fees and 100% of the installation fees to the value of R3500.00 (Three Thousand Five Hundred Rand) or R2500 (Two Thousand Five Hundred Rand) should the router be retrieved.

9. ASSIGNMENT AND CESSION

"The Subscriber" shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this "Agreement" to any third party without "The Supplier's" prior written consent.

10. VARIATION OF CHARGES

"The Supplier" may vary all or any of its charges including but not limited to the charges described in "The Subscriber" Application Agreement of this "Agreement", any charges in respect of benefits provided to "The Subscriber" and in respect of value-added services by publishing an amended "Tariff", such variation to take effect after 30 (thirty) days written notice.

11. NOTICES

All notices required to be given under this "Agreement" will be deemed to have been properly served if sent by pre-paid registered post or delivery to the parties principle place of business/residence, or to any address either party has given to the other for this purpose from time to time.

12. PROTECTION OF PERSONAL INFORMATION

- 12.1. "The Subscriber" hereby gives "The Supplier" permission to collect and process the Personal Information and acknowledge that it understands the purpose for which it is required and for which it will be used.
- 12.2. "The Subscriber" warrants that it is duly authorised to disclose the Personal Information provided to "The Supplier".
- 12.3. "The Subscriber" agrees that "The Supplier" may seek personal information relating to "The Subscriber" from any credit bureau.
- 12.4. "The Subscriber" agrees that "The Supplier" may process personal information provided for purposes of providing the "Services" provided in terms of this "Agreement".
- 12.5. "The Subscriber" agrees that "The Supplier" may process and disclose "The Subscriber's" personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities;

- 12.6. "The Subscriber" agrees that "The Supplier" may process and report on "The Subscriber's" personal information to comply with an obligation imposed by any applicable laws;
- 12.7. "The Subscriber" agrees that the provided personal information may be utilised by "The Supplier" for the purposes of marketing, service-related notifications and/or referring potential business opportunities.
- 12.8. "The Supplier" may disclose the Personal Information to its service providers and shall ensure that it has agreements in place with such service providers to ensure that they comply with the privacy requirements set out hereunder and as required by the Protection of Personal Information Act No. 4 of 2013.
- 12.9. "The Supplier" will store the Personal Information securely, electronically and in a centralised data base which, for operational reasons, will be accessible to all within the organisation of "The Supplier" on a need to know and business basis, save that where appropriate, some of the Personal Information may be retained in hard copy.
- 12.10. Once the Personal Information of "The Subscriber" is no longer required due to the fact that the purpose for which the Personal Information was held has come to an end and has expired, such Personal Information will be safely and securely archived for such periods as may be required by any law applicable in South Africa. Thereafter "The Supplier" will ensure that such Personal Information is permanently destroyed.
- 12.11. "The Supplier" shall be obliged to provide adequate protection for the Personal Information it holds and to stop unauthorized access and use of the Personal Information in its possession. "The Supplier" will, on an on-going basis, continue to review its security controls and related processes to ensure that the Personal Information remains secure. "The Supplier" shall immediately notify "The Subscriber" if a breach in information security or any other applicable security safeguard occurs or where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person and remedy any breach of a security safeguard in the shortest reasonable time.
- 12.12. When "The Supplier" contracts with third parties, it will impose appropriate security, privacy and confidentiality obligations on them to ensure that Personal Information that it remains responsible for, is kept secure. "The Supplier" will ensure that anyone to whom it passes the Personal Information to agrees to treat the Personal Information with the same level of protection as set out under this "Agreement".
- 12.13. "The Subscriber" has the right to request a copy of the Personal Information "The Supplier" holds. To do this, "The Subscriber" must follow the procedure as set out under the PAIA and POPIA Manual of "The Supplier" and specify what information is required.
- 12.14. "The Subscriber" has the right to ask "The Supplier" to update, correct or delete Personal Information provided to "The Supplier".
- 12.15. The provisions of this Clause 12 shall survive the termination of this "Agreement", regardless of cause, in perpetuity.

13. FORCE MAJEURE

- 13.1. A party shall not be deemed in default of any of its obligations under this "Agreement", if, and to the extent that, performance of such obligation is prevented or delayed by an event of force majeure, these events can include but are not limited to a pandemic and/or acts of Government provided that such event is not caused by the negligence of that party, and that party has notified the other in writing of the event of force majeure. The notifying party shall use all reasonable endeavours to avoid or minimise the effects of these event(s).
- 13.2. "The Subscriber's" failure and/or inability to continue to pay for "Services" does not amount to a force majeure event. In such circumstances, "The Subscriber" is required to cancel this "Agreement" and pay early cancellation charges and/or other charges as applicable under this "Agreement"; failure therewith will be in breach of its obligations.

14. NOTICES

All notices required to be given under this "Agreement" will be deemed to have been properly served if sent by pre-paid registered post or delivery to the parties principle place of business/residence, or to any address either party has given to the other for this purpose from time to time.

15. FULL AGREEMENT

These terms and conditions constitute the whole "Agreement" between the parties, except where the contrary is indicated. No additions, amendment or variation of these terms and conditions shall be of effect unless reduced to writing and signed by both parties.

I/We have read and understood the Terms and Conditions above and agree to be bound by in all respects. I declare that in my capacity, I am authorized to sign and enter into this "Agreement".

Signed at On this day DD/MM/YYYY

"The Subscriber"

Signature

Print Name

Initial