

MANN IT (PTY) LTD
209 mimosa Rd
Northcliff,2195.
Reg 2005/040189/07

Tel +27(0)100071325 www.mann-it.co.za

Terms and conditions for the provision of services

The Client

Name of company/person/legal entity.....
Registration number.....
VAT Number.....
Id number(s)/person/ Directors
.....
.....
Address Company's / individuals business address for installation (*This address shall be the company's chosen
domicilium citandi et executandi unless otherwise agreed in writing*)
.....
.....
(HEREINAFTER "THE CLIENT")

The Provider

MANN IT (PTY) LTD
Registration Number: 2005 /040189/ 07
209 mimosa Rd Northcliff
2195.
(HEREINAFTER "THE PROVIDER or MANNIT")

1. Effect of this agreement

- 1.1. These terms and conditions, together with the accepted Proposal and other Annexures (where applicable) hereto shall constitute the whole agreement between the parties and shall supersede any other recordables or written documents concerning the subject matter of the contract between the parties. No amendments, alterations or additions thereto shall be of any force or effect unless recorded in writing and signed by duly authorized representatives of both parties.
- 1.2. No waiver or relaxation of any provision hereof shall prevent either party from enforcing its rights strictly in terms of this agreement.
- 1.3. No representation of any nature, not contained herein or in the Schedule hereto, shall have any binding effect on either party.
- 1.4. The provider shall not be bound by any obvious errors in pricing provided.

2. Provision of services

- 2.1. The provider hereby provides to the client the services set out in detail in the accepted Proposal.
- 2.2. The services specified consist (in part) of the leasing of certain service to the client at a monthly rental and the maintenance of connectivity to the extent provided for in the Proposal. The level of services rendered by the provider shall be as set out in the Proposal, as applicable.
- 2.3. MANNIT can only provide the MANNIT Fibre service where there is a MANNIT fibre network presence or a 3rd Party Network Provider that has partnered with MANNIT or a MANNIT Wireless network.
- 2.4. MANNIT will only be able to provide a MANNIT Fibre service to fibre coverage as declared by 3rd Party Network Providers; if a specific location is not declared by the 3rd Party Network Provider as being within fibre coverage, then MANNIT will not be able to provide a fibre service

2.5. Dark Fibre Africa (DFA), Openserve, Vumatel, Metrofibre Network, Network platforms and others to be added are the MANNIT Fibre 3rd Party Network Providers.

2.6 MANNIT does not warrant the accuracy of the 3rd party Network Provider's fibre coverage at a specific location therefore the provision of services will be subject to the 3rd Party Network Providers verifying the coverage details after the order has been placed with MANNIT.

2.7 If the 3rd Party Network Providers provides feedback that the address is not within the fibre covered area after the order has been placed with MANNIT, MANNIT will not be able to continue with the installation of the MANNIT Fibre service.

2.8 The MANNIT Fibre service is only available in selected urban areas.

2.9 MANNIT will only build a fibre network in a specified area if there is sufficient commitment from prospective customers.

2.10 The provision of the MANNIT Fibre service is subject to credit vetting and the successful conclusion of a MANNIT Fibre service contract with the customer.

2.11 The MANNIT Fibre service is available as a 24-month, 12-month and month-to-month service contract.

2.12 The MANNIT customers who are offered MANNIT Fibre Services on 3rd party Network Providers shall only be able to move to a different Network Provider on condition that the existing MANNIT Fibre service is cancelled, and the balance of contract has been paid in full.

2.13 The MANNIT Fibre Broadband Uncapped & Capped price plans are available on either asymmetrical or symmetrical bandwidths depending on the speed supported by the network infrastructure provider.

2.14 MANNIT self-built network, Openserve and DFA network infrastructure provider support both symmetrical (Upload speed is the same as the download speed) and asymmetrical bandwidth. (Upload speed is 50 % of the download speed).

2.15 Metrofibre infrastructure providers support symmetrical bandwidth, both the upload and download speed are the same.

2.16 Vumatel, network infrastructure provider support both symmetrical (Upload speed is the same as the download speed) and asymmetrical bandwidth. (Upload speed is 10% and 25% of the download speed.).

2.17 MANNIT DOES NOT WARRANT AN UNINTERRUPTED MANNIT FIBRE SERVICE AND DOES NOT OFFER QUALITY OF SERVICE, UPTIME AND THROUGHPUT GUARANTEES. (EXCEPT ON DFA AND OPESERVE BUSINESS FIBRE)

2.18 MANNIT shall endeavor to maintain the MANNIT Wireless network to the best of its ability.

2.19 A customer may not resell the MANNIT Fibre service or use the MANNIT Fibre service for any commercial activities or where the service is on sold to other users. Except where the fibre is explicitly sold for the purposes of an aggregation to another reseller.

2.20 MANNIT reserve the right to terminate any customer's MANNIT Fibre service if it is found that the customer is reselling the service or using the MANNIT Fibre service for commercial activities except where MANNIT provides explicit permission.

2.21. MANNIT reserves the right to adjust and amend the service offering and pricing from time to time.

2.22. The MANNIT Fibre Broadband pricing is area and Fibre Network Providers (FNO) specific.

2.23. Any adjustments or amendments to services and pricing or additional services will be communicated on 30 days written notice or such other reasonable notice period as the circumstances require.

2.24 A customer may purchase the MANNIT Fibre services on the following channels:

2.25 MANNIT Fibre portal available at www.MANNIT.co.za/

2.26 MANNIT Fibre Customer care (0100071325).

2.27. A customer has the option to purchase the following services:

2.28 MANNIT Fibre/ wireless Broadband offering data connectivity with Internet access.

2.29 MANNIT Fibre Fixed Voice offering voice calls (national and international).

2.30 MANNIT Fibre Broadband with Fixed Voice.

2.31 Optional services such as Mobile Back-up and devices such as Uninterrupted Power Supply (UPS).

2.32 The MANNIT Fibre Broadband uncapped FUP (fair use policy) limit and data allocation is valid for one calendar month.

2.33 The MANNIT Fibre Broadband order of consumption on capped data is based on expiry date of the bundle. The data bundle that expires first, is the data bundle that gets consumed first.

2.34 MANNIT Fibre customers will receive an invoice via email on the 24th to the 28th of the month following the bill date (1st of the month) for the contract period of 24 months, 12 months or month-to-month. The first MANNIT Fibre bill will be comprised of the pro-rated amount for the relevant month.

2.35 MANNIT Fibre monthly subscription will be billed in advance while the data and voice minutes usage will be billed in arrears.

2.36 The MANNIT Fibre pricing as specified at www.MANNIT.co.za/fibre is subject to change from time to time and new pricing will be communicated to the customer upon 30 days written notice or such other reasonable notice period as the circumstances require.

Installations

- 2.37 MANNIT will appoint an approved installer to install the MANNIT Fibre service at the customer's premises.
- 2.38 The approved installer will require reasonable access to the customer's premises.
- 2.39 The approved installer will install the MANNIT Fibre service in accordance with the detailed installation guidelines for a standard installation as per the MANNIT Fibre Installation Schedule.
- 2.40 The detailed installation guidelines will include the maximum installation specifications that will be included in a standard installation.
- 2.41 If the MANNIT Fibre service installation exceeds the standard installation specifications, then any additional installation expenses will be for the customer's account
- 2.42 Any additional installation expenses will be settled directly with MANNIT or with the approved installer.
- 2.43 The installation will be deemed fully operational if the approved installer successfully tests the MANNIT Fibre service with the Customer Premises Equipment (CPE) provided by MANNIT as part of the MANNIT Fibre service contract.
- 2.44 The approved installer will not test the installation's operational status with any other CPE than the CPE provided by MANNIT.
- 2.45 The customer undertakes to maintain the installation, including all equipment provided, in good order including environmental considerations as detailed in the MANNIT Fibre Service Schedule.
- 2.46 The customer may not move or alter the MANNIT Fibre service installation and must notify MANNIT if there is a need to move or alter the installation.
- 2.47 Only a MANNIT approved installer may move or alter a MANNIT Fibre service installation.
- 2.48 The customer is required to sign the Customer Acceptance Certificate after installation of the service and equipment. In the event that the customer is not physically present at the time of installation and is therefore unable to sign the Customer Acceptance Certificate, it will be the duty of the customer to do so at his earliest convenience but no later than 48 hours post installation. The signed Customer Acceptance Certificate needs to be emailed to accounts@MANN-IT.co.za. In the event that MANNIT does not receive a signed Customer Acceptance Certificate within the stipulated 48 hours, the service will be deemed to be accepted and the service billable to the customer.
- #### Non-standard Installation
- 2.49. A non-standard installation for MANNIT network applies to cable length in excess of 40 (forty) metres.
- 2.50 The MANNIT approved installer will survey the customer premises to determine the customer's preferred route and whether non-standard installation charges are applicable.
- 2.51 A non-standard installation shall entail the drop length that exceed the standard installation metres.
- 2.52 MANNIT will only bill the non-standard installation charges as a once-off.
- 2.53 Customers will be liable for any amount over and above the standard installation charges on the installation of the ONT or Switch which is limited to a specific linear metre as indicated below:
- 2.54 Installations on the MANNIT network are limited to 40 metres; the customer will be liable for any installation over 40 metres at a rate of R 200.00 (Incl. VAT) per linear metre.
- 2.55 Installations on the Openserve network are limited to 8 metres; the customer will be liable for any installation over 8 metres at a rate of R 182.40 (Incl. VAT) per linear metre. Openserve does not install any non-standard installation requirements that exceed 200 metres.
- 2.56 Installations on Metrofibre network are limited to 15 metres; the customer will be liable for any installation over 15 metres at a rate of R 200 (Incl. VAT) per linear metre. Over above this, Metrofibre charges a once off fee of R1500 in some areas and R2500 for Kyalami and agricultural areas.
- 2.57. Installations on FrogFoot network are limited to 30 metres; the customer will be liable for any installation over 30 metres at a rate of R 57 (Incl. VAT) per linear metre. The amount will be paid to Frogfoot directly. (VAT), however other areas will be billed R5199
- 2.58 Installations on the Vumatel and Vumatel Aerial network are limited to 75 metres of fibre cable from the connection point (wall box or MODB in a complex) to the CPE| Up to 25 metres of white conduit including couplings and saddles| Up to 15 metres of trenching at 150 to 300mm depth – not crossing paving, tiles or tar (All trenched fibre to be enclosed in conduit). The customer will be liable for R450 (Excl of VAT) per hour for all non-standard installation on Vumatel and Vumatel Aerial Network.
- 2.59 Installations on the TT Connect network are limited to 15 meters; the customer will be liable for any installation over 15 meters at a rate of R 173.00 (Incl. VAT) per linear meter.
- 2.60 Installations on the Clear Access network are limited to 30 meters; the customer will be liable for any installation over 30 meters at a rate of R 57.00 (Incl. VAT) per linear meter.
- 2.61 The MANNIT non-standard installation charges will be billed on following month MANNIT Fibre bill.
- 2.62 If the customer cancels the MANNIT Fibre service after the installation of the ONT by the Network provider then the customer will be liable for non-standard.

Customer Equipment

- 2.63 The following equipment related to the MANNIT Wireless /Fibre service will be installed at the customer's premises:

2.64 An Optical Network Terminal (ONT) that forms part of the MANNIT fibre network or 3rd Party Network or Mannit Provider wireless dish or module.

2.65 A CPE with Wi-Fi capability, more commonly known as a router.

2.66 An optional telephonic device if voice services are included in the MANNIT Fibre services.

2.67 An optional LTE / 3G modem for GSM backup (please refer to specific Mobile Backup terms and conditions); and

2.68 An optional UPS (please refer to specific UPS terms and conditions).

2.69 The ONT/ wireless dish or module remains the property of MANNIT or 3rd Party Network Provider at all times.

2.70 The CPE will form part of the MANNIT Fibre service contract.

2.71 After the MANNIT Fibre price plan initial contract period (24 month or 2 consecutive 12 month price plans), the CPE and any other customer equipment (excluding the ONT) becomes the property of the customer. A customer on month-to-month will own the CPE if they have been on the month-to-month price plan for 24 consecutive months.

2.72 A two-year warranty will apply to all customer equipment provided by MANNIT.

2.73 If customer equipment is swapped out by an approved installer as part of fault management, the warranty of the replacement customer equipment will be valid for the balance of the MANNIT Fibre service contract period.

2.74 The customer gives MANNIT permission to configure the router for additional Service Set Identifier's (SSID's) to enable supplementary services.

2.75 Any use of a customer's router for additional SSID's will be at no charge to the customer and will not impact the customer's service

2.76 MANNIT will not provide the username and password of the CPE device to the customer because the CPE device is remotely managed by MANNIT.

Service interruptions

2.77 MANNIT will endeavour to limit service interruption occurrences to the MANNIT Fibre service and the length thereof.

2.78 In the case of a service interruption in the MANNIT Fibre service, MANNIT will deploy technical teams to address any network faults.

2.80 If a customer detects a service interruption in the MANNIT Fibre service, the customer has to notify MANNIT customer care of the interruption.

2.81 If the service interruption in the MANNIT Fibre service is traced to a customer's MANNIT Fibre installation or customer equipment, then MANNIT will endeavour to rectify the fault remotely, failing which a service team will be dispatched to the customer's premises to address the fault.

2.82 If in the event of a service interruption in the MANNIT Fibre service a service team is dispatched to the customer's premises and it is found that the service interruption is attributable to the customer's actions, then MANNIT will charge the customer the applicable rates for dispatching the service team to rectify the service interruption.

Liability

2.83 MANNIT ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE PROVISION, INSTALLATION OR MAINTENANCE OF MANNIT'S FIBRE SERVICE, EXCEPT WHERE SUCH LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT IS CAUSED DUE TO THE GROSS NEGLIGENCE OF MANNIT OR ITS AGENTS. MANNIT ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE CUSTOMER'S USE OF THE CUSTOMER EQUIPMENT.

2.84 MANNIT ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE MANNIT FIBRE SERVICE, INCLUDING LOSS OR DAMAGE DUE TO USING THE INTERNET AND/OR TRANSFERRING FILES AND CONTENT.

3. Period of agreement and termination thereof

The MANNIT Fibre/Wireless service contract start date shall be the customer account activation date.

The MANNIT Fibre service/Wireless contract shall remain in force for the contract period (i.e. 24 months or 12 months), where after services shall be terminable by either party by written notice furnished to the other party no less than 60 days prior to the anniversary of the signature of the agreement. If no written notice is given the agreement shall automatically renew for further successive periods of 12 months.

28. In the event that any MANNIT Fibre service is discontinued for any reason prior to the expiry of the initial period, such discontinuation, along with the migration options or alternatives available to the customer will be communicated to the customer on reasonable prior notice.

29. Any MANNIT Fibre/ Wireless service contract which includes free or discounted customer equipment can only be renewed or cancelled without any penalty after the initial contract period.

30. When a MANNIT Fibre service contract is terminated during the initial contract period, an early cancellation penalty will apply, equivalent to all of the remaining subscriptions due for the initial period.

4. Breach and non payment

4.1. The following shall constitute a material breach of the agreement:

4.1.1. The failure by the client to make payment of the costs and fees set out herein and in the Proposal hereto on the due date (that is on the 1st of the month in advance.)

4.1.2. Failure by the client to make any payment due to provider on two occasions within a period of 6 months;

4.1.3. The commission of an act of insolvency

4.2. In the event of a material breach as defined above, the provider shall have the right, without prejudice to any other right which it may have in terms hereof to:

4.3.1 Treat as immediately due and payable any and all amounts due in terms hereof for the balance of the contract period in full, which amounts in damages shall be recoverable upon acceptance of termination of the agreement, irrespective of whether any services are in fact rendered to the client after the date of termination;

4.3.2 In addition to any other rights in this agreement, to suspend provision of all services until payment of outstanding amounts is made in full; and

4.3.3 Charge a reconnection fee of R600 in each instance.

4.3.4 IN AN EVENT THAT CUSTOMER SERVICES ARE TERMINATED DUE TO NON-PAYMENT, A CUSTOMER WILL BE CHARGED A BALANCE OF CONTRACT.

4.3.5 The following balance of contract will apply to all terminated contract:

4.3.6 A customer will be liable for the MANNIT Fibre subscription, MANNIT CPE cost and all once-off installation and activation charges including those paid to 3rd Party Network Provider by MANNIT on behalf of the customer.

4.3.7 E.g. if a 24 month contract customer is terminated on the MANNIT Fibre service in month 12, then the customer will be liable for the following:

- MANNIT Fibre Subscription : Balance of contract will be 24 months – 12 months = 12 months X monthly subscription
- The recovery costs of the CPE is calculated as follows for 24 month price plans : 24 months – 12 months on the existing price plan = balance X CPE cost / 24

4.3.8 E.g if a 12 month contract customer is terminated on the MANNIT Fibre service in month 6, then the customer will be liable for the following:

- MANNIT Subscription : Balance of contract will be 12 months – 6 months = 6 months X monthly subscription
- All once-off costs: 12 months – 6 months = 6 months X (all once-off costs / 12)
- The recovery costs for CPE is calculated as follows for 12 month price plans : 12 months – 6 months on the existing price plan = balance X CPE cost / 12

4.3.9 E.g if a month to month contract customer is terminated on the MANNIT Fibre service in month 6, then the customer will be liable for the following:

- All once-off costs: 12 months – 6 months = 6 months X (all once-off costs / 12)
- The recovery costs for CPE is calculated as follows for month-to-month price plans : 12 months – 6 months on the existing price plan = balance X CPE cost / 12

4.3.10 IN THE EVENT OF A TERMINATION OR CANCELLATION OF THE CONTRACT, ANY UN-USED ALLOCATIONS OF DATA, VOICE MINUTES OR OTHER SERVICES (I) ARE NOT TRANSFERABLE AND (II) WILL BE FORFEITED.

Termination & Cancellations after MANNIT CPE installation

4.3.11 CANCELLATIONS WITHIN THE CONTRACT PERIOD WILL CARRY A PENALTY EQUIVALENT TO ALL THE REMAINING SUBSCRIPTION DUE FOR THE REMAINDER OF THE 24 MONTH OR 12 MONTH CONTRACT PERIOD.

4.3.12 Customers that cancel their contracts before the end of the contract period will be liable for all the MANNIT CPE and subscription charges as well as all amounts paid by MANNIT to the network provider on behalf of the customer such as the:

4.3.13 MANNIT CPE (router),

4.3.14 MANNIT Fibre monthly subscription,

4.3.15 Cost of installation of the ONT, Wireless equip

4.3.16 Service activation charges

4.3.17 The cost of the router provided is recovered over a 24-month period for 24-month price plans and over 12 months for 12 month and month-to-month price plans.

4.3.18 The recovery costs is calculated as follows for 24 month price plans : 24 months – total months on the existing price plan = balance X CPE cost / 24.

- 4.3.19 Example: A customer on a 24-month price plan who cancels their contract in month 12 will be liable for the remainder of the cost associated with the router. The recovery costs is calculated as follows: $24 \text{ month} - 12 \text{ months} = 12 \text{ months} \times \text{CPE cost} / 24$.
- 4.3.20 The balance of contract for monthly subscription is calculated as follows for 24 months: $24 \text{ months} - \text{total months on the existing price plan} = \text{balance} \times \text{monthly subscription}$.
- 4.3.21 Example: A customer on a 24-month price plan who cancels their contract in month 12 will be liable for the remainder of the subscription for the remaining 12 months of the contract. The cost is calculated as follows: $24 \text{ months} - 12 \text{ months} = 12 \text{ months} \times \text{monthly subscription}$.
- 4.3.22 The recovery for the costs of the ONT installation and service activation charges is calculated as for 24 months: $24 \text{ months} - \text{total months on the existing price plan} \times \text{total charge of the network provider} / 24$.
- 4.3.23 Example: A customer on a 24 month price plan who cancels their contract in month 12 will be liable to pay all the charges that were paid by MANNIT to the network provider on behalf of the customer (ONT installation charges, service activation charges). The cost is calculated as follows: $24 \text{ months} - 12 \text{ months} \times \text{total charge of the network provider} / 24$.
- 4.3.24 The recovery cost is calculated as follows for 12 month and month-to-month price plans : $12 \text{ months} - \text{total months on the existing price plan} = \text{balance} \times \text{CPE cost} / 12$.
- 4.3.25 Example: A customer on a 12 month price plan who cancels their contract in month 6 will be liable for the remainder of the cost associated with the router. The recovery costs is calculated as follows: $12 \text{ month} - 6 \text{ months} = 6 \text{ months} \times \text{CPE cost} / 12$.
- 4.3.26 Example: A customer on a month-to-month price plan who cancels their contract in month 6 will be liable for the remainder of the cost associated with the router. The recovery costs is calculated as follows: $12 \text{ month} - 6 \text{ months} = 6 \text{ months} \times \text{CPE cost} / 12$.
- 4.3.27 The balance of contract for Subscription is calculated as follows for 12 months: $12 \text{ months} - \text{total months on the existing price plan} = \text{balance} \times \text{monthly subscription}$.
- 4.3.28 Example: A customer on a 12 month price plan who cancels their contract in month 6 will be liable for the remainder of the subscription for the remaining 12 months of the contract. The cost is calculated as follows: $12 \text{ months} - 6 \text{ months} = 6 \text{ months} \times \text{monthly subscription}$.
- 4.3.29 The recovery for the costs of the ONT installation and service activation charges is calculated as follows for 12 months and month to month: $12 \text{ months} - \text{total months on the existing price plan} \times \text{total charge of the network provider} / 12$.
- 4.3.30 Example: A customer on a 12 months and month to month price plan who cancels their contract in month 6 will be liable to pay all the charges that were paid by MANNIT to the network provider on behalf of the customer (ONT installation charges, services activation charges). The cost is calculated as follows: $12 \text{ months} - 6 \text{ months} \times \text{total charge of the network provider} / 12$.
- 4.3.31 The customer will be liable for any termination or cancellation penalties applicable to the customer subscription, MANNIT CPE or service activation charges before the MANNIT Fibre contract can be cancelled.
- 4.3.32 Any penalties applicable to customer equipment due to termination or cancellation will be included in the last invoice.
- 4.3.33 MANNIT will inform customers 30 days in advance of the initial contract end period.
Customers will need to inform MANNIT one (1) calendar month in advance for any cancellation/termination request to enable MANNIT to complete processing the cancellation/termination.
- Cancellation and Termination before MANNIT CPE installation**
- 4.3.34 If the customer cancels the MANNIT Fibre service prior to the installation of the Optical Network Terminal (ONT) by the Network Provider i.e. MANNIT, Dark Fibre Africa (DFA), Openserve, Vumatel, Metrofibre Networx, in customer's home the customer will not be liable for the installation fee.
- 4.3.35 If the customer cancels the MANNIT Fibre service after the installation of the ONT / Wireless by the Network provider then the customer will be liable for an installation fee.
- 4.3.36 The customer will be liable for any termination or cancellation penalties applicable to the ONT installation and service activation before the MANNIT Fibre contract can be cancelled.
- 4.3.37 The installation fee of the ONT varies per Network Provider.
- 4.3.38 The installation fee applies across month-month, 12 month and 24 month contract periods.
- 4.3.39 **IN THE EVENT OF A TERMINATION OR CANCELLATION OF THE CONTRACT, ANY UN-USED ALLOCATIONS OF DATA, VOICE MINUTES OR OTHER SERVICES (I) ARE NOT TRANSFERABLE AND (II) WILL BE FORFEITED.**
- 4.4. Should either party commit any other act or omission, which, in the view of the other party, constitutes a breach of the agreement, the party complaining of breach shall give 10 days written notice of such breach and an opportunity to the opposing party to remedy the same within the period.
- 4.4.1. If within 20 days the alleged breach has not been remedied, the complaining party shall be entitled to cancellation of the contract and to take such other legal steps as it may be entitled to take.

4.5. The parties record specifically that the failure by the provider to deal with any one incident precisely within the agreed Response time set out in the Proposal hereto shall not constitute a material breach of the agreement or entitle the client to cancellation.

Non compliance with the following requirements will also constitute a breach :

4.5 The requirement that the customer will not knowingly create, store or disseminate any illegal content;

4.6 The requirement for the customers commitment to lawful conduct in the use of the services, including copyright and intellectual property rights;

4.7 The requirement that the customer undertakes not to send or promote the sending of spam.

4.8 The requirement of compliance with Mann-IT's right to remove any content hosted by that member which it considers illegal or for which it has received a take-down notice.

4.9 The requirement that the customer comply with the terms and conditions, Acceptable Use Policy or any other contractual obligations." or "Preferred" requirements

4.9.1 The requirement to adhere to preferred" requirements the standard terms and conditions refer to a commitment listed below.

4.9.2A commitment that recipients of the service shall adhere to the provisions of Chapter 7 of the ECT Act (the consumer protection provisions), if applicable;

4.9.3 A commitment that recipients of the service shall adhere to the provisions of Chapter 8 of the ECT Act (the privacy provisions), if applicable, and that it shall have a privacy policy which is prominently displayed on and accessible from the client's website;

4.9.4 A commitment that a client shall have adequate safeguards to assist in the control and monitoring of minor's access.

4.9.5. Relocation

4.9.6 If the customer wishes to move the location of the MANNIT Fibre service, the following will apply:

4.9.7 All moves and relocations are subject to one (1) calendar month notice.

4.9.8 Moves will be allowed subject to a feasibility study on whether a MANNIT Fibre service can be provisioned at the new location.

4.9.9 Any additional costs relating to the provisioning of the MANNIT Fibre service at a new location will be charged to the customer with prior approval.

4.9.10 If a MANNIT Fibre customer re-locates to a location with no MANNIT Fibre network, the customer will be able to cancel the MANNIT Fibre contract without penalties however the customer will be liable for any outstanding fees applicable to the CPE.

4.9.11 When the customer relocates or move the MANNIT Fibre service to a different address, a new 24 month, 12 month or month-to-month contract period will apply unless instruction is received by MANNIT to cancel the existing contract which will be subject to MANNIT's cancellation policy referred to herein.

4.9.12 If a MANNIT Fibre customer moves the MANNIT CPE within the customer premises, the following will apply:

4.9.13 A MANNIT Fibre customer will be responsible for charges associated with the move and any non- standard installation charges (where applicable).

Fixed Voice

4.9.14 The MANNIT Fibre Fixed Voice service is dependent on a MANNIT Fibre/wireless Broadband installation.

4.9.15 The customer will receive a MANNIT Fibre Fixed Voice non-geographic telephone number.

4.9.16 The customer can port a geographical telephone number to the MANNIT Fibre Fixed Voice service.

4.9.17 All international calls will be charged at the current MANNIT international calling rates.

Complaints Handling Procedure

4.10.1 MANNIT will endeavour to resolve all customer related service interruptions timeously;

4.10.2 If the customer believes that the problem is not being adequately attended to; customer may contact our Contact Centre on 010071325 (available from 08:00 until 17:00, 5 days a week) and request to speak to the help desk.

4.10.3 The escalation will be investigated and feedback will be provided to the customer within a reasonable turnaround time.

4.10.5 This provision shall hold for all queries where internal competencies abound for resolution. Where the resolution of a query is dependent on the input of a third party network provider (e.g. network element, value added service or service provisioning interfaces and/or installation), resolution would be dependent on Service Level Agreements (SLAs) agreed with network/service provider and to the extent that the customer is not required to engage with the third party network provider directly.

4.10.6. If the customer is not satisfied with the resolution; the customer has the right to request the Contact Centre Manager to further escalate the matter to FTTH Escalations for further investigation. A Service Request Reference number will be communicated to the customer and will be used in all further correspondence with the customer.

4.10.7. Upon exhaustion of all aforementioned options to resolve complaint(s) and a customer is still not satisfied with MANNIT, such customer is at liberty to escalate his grievance(s) to the Independent Communications Authority of South Africa (ICASA).

5. Reservation of ownership and IP

5.1. The service equipment such as rental Routers, rental firewalls and all wireless equipment shall remain the property of the provider at all times before during and after the contract period set out herein, and the client remains liable for all insurance on site at customer's premises in respect of the goods supplied.

5.2. It is recorded that the software configuration of all service and any other software necessary for the use of the service in the rendering of services to the client is the Intellectual Property of the provider. The client undertakes not to modify or in any way tamper with the software configuration of the service equipment routers wireless equipment or any equipment provided for the Provision of the service/s.

5.2.1. Client agrees that it shall be liable for a re-installation fee in full:

5.2.1.1. Should the client in any way modify or deal with the software of the service or allow any person other than the provider to do so, or

5.2.1.2. Should any faults in either hardware or software provided by the provider arise within 3 days of the Opening of or working upon the hardware or software by any persons other than the provider, or

5.2.1.3 Should the hardware or software provided by the provider be stolen or damaged for any reason whatsoever.

5.3. It is recorded further that any and all software, diagrams, or information used in databases shall be and remain The intellectual property of the provider, whether in terms of copyright or otherwise. The Client undertakes not to Interfere with or dilute the intellectual property of the provider in any form and without limitation undertakes not To reverse engineer, decompile or modify any equipment or software owned by the provider or its suppliers and Not to allow such conduct by any person.

6. Costs and payment

6.1. The client shall make payment of all amounts detailed in the Proposal / Quote provided; without deduction or set-off.

6.2. All prices quoted in the Proposal / Quote or Cost Schedule or by way of quote shall be exclusive of VAT.

6.3. The installation fee, quoted in the Proposal, will be paid in advance, before the commencement of the project. 6.4. The monthly solution rental amount will become due once the service, Routers wireless equipment inter alia, is installed on-site and working according to the Schedule of Services detailed in the Proposal / Quote.

Should the client not proceed with the installation of the service having accepted the quote and terms, the client will be liable for costs incurred to prepare the site for the installation.

6.5. The Client shall make payment of monthly rentals, whether for the service rentals, domain and email hosting or otherwise by means of a monthly debit order/EFT/Deposit and all such rentals shall be payable on the first of a month, monthly in advance.

6.6. Rentals for services shall escalate annually on the anniversary of the expiry of the initial period of the agreement, as referred to in 3.1, by an amount of 8% of such rental;

6.7. The client shall not be entitled to set off any amount, however arising, without the prior written consent of the provider.

6.8. Client shall be liable for any bank charges incurred by the provider in the event of monthly debit orders being returned for any reason.

6.9. The calling out of any staff member of the provider to perform tasks not included as part of the leased service specified in the accepted Proposal shall be paid for by the client at a rate of R1450.00 per hour excluding VAT.

Invoices in respect of such call outs shall be provided to the client upon rendering of such service and paid by the client within 7 days of invoice.

6.10. A re-installation fee at the same charge as that specified in the Proposal / Quote for installation, shall be payable should the provider be obliged to replace or repair the service leased to client by provider, which arises out of physical harm or electrical damage to the service.

6.11. Should the installation of any hardware or software have to be physically performed by the provider's staff outside the metropolitan areas of Johannesburg, Pretoria or Cape Town, the client shall be liable for the reasonable daily Subsistence and travel allowances paid to technicians, which shall be payable for the duration of the period of installation and testing.

6.12. Should installations of any software or hardware be undertaken **after hours**, by special request of the client the minimum charge in respect of such installations shall be R1850 per hour (ex VAT) irrespective of the amount quoted by the provider to the client or specified in the Proposal (where applicable).

6.13. Any sum / s due to the provider and not paid on due date in terms hereof shall bear interest at the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time, calculated and compounded monthly in advance.

6.14. Should the provider be obliged to institute proceedings for the recovery of any sums due by the client in terms of this agreement, the client hereby undertakes liability to pay legal costs on the attorney and client scale, together with tracing costs and collection commission.

7. Connectivity

7. 1. The provider shall render the connectivity services specified in the accepted Proposal / Quote on the terms and conditions set out more fully therein.

7.3. Notwithstanding the agreement to provide the connectivity services detailed, the provider specifically excludes any liability for any damages suffered by the client arising from:

7.3.1. Physical or electrical damage to the service at the client's premises, howsoever sustained, unless due to the wilful misconduct or gross negligence of the provider;

7.3.2. Failure of carrier services;

7.3.3. Power surges or

7.3.4. Mann-IT undertake to continuously look towards more cost effective technologies that might be relevant for the client and will endeavour to pass the benefit of these on to the client.

8. Warranties given

8.1. The manufacturer warrants the Service hardware free from defect for a period of one year from the date of installation.

8.2. The provider undertakes that products supplied are warranted against defects in workmanship and materials in the manufacture of such products evidencing themselves under reasonable normal and proper use of such products. The provider reserves the right to inspect products alleged to be defective for evidence of misuse or abuse and to determine whether in the sole discretion of the provider, defects arose from such reasonable, normal and proper use.

9. Security

9.1. The provider shall install and update the service/s security software updates, consistent with the client's needs as detailed in the accepted Proposal.

9.2. The provider cannot furnish an absolute guarantee of the security of a network or other connectivity service rendered.

10. Exclusions from liability

10.1. The provider shall not be liable for economic loss or consequential damages suffered by the client arising from a loss of data or information howsoever arising or from an inability to transmit, use or receive any data or information, or from any virus, worm or other corruption of data or information.

11. Confidentiality of proposal offer and pricing

11.1. All information, particularly prices and details of the configuration offered, contained in documents furnished by the provider to the client by way of a proposal or quotation whether contained herein or given to the client prior to, during or after the conclusion of this agreement shall be deemed to be the confidential information of the provider.

11.2. The client hereby acknowledges that:

11.2.1. This confidential information is not readily or publicly available;

11.2.2. The information has economic value to the provider;

11.2.3. The dissemination of the information would cause the provider substantial economic loss;

11.3. The client therefore undertakes in favour of the provider not to copy, publish or disseminate the information in any fashion and to make it available only to those persons who are bound by the same provisions of confidentiality.

12. Consent for verification agency for the use of personal/company information

12.1 "Consumer Credit Information" shall have the meaning ascribed to it in section 70 of the NCA;

12.2 "FAIS Act" shall mean the Financial Advisory and Intermediary Services Act of 2002;

12.3 "FSCA" refers to the Financial Sector Conduct Authority;

12.4 "NCA" shall mean the National Credit Act, No 34 of 2005, as amended from time to time, including any regulations made under the Act;

12.5 "Personal Information" shall have the meaning ascribed to it in Chapter 1 of POPI and includes, but is not limited to a name, address, email address, telephone or fax number, fingerprints, criminal history and education or other personal

credentials provided, or which is collected from the candidate or other third parties, before and/or during the background screening process and/or thereafter;

12.6“POPI” shall mean the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations made under the Act;

12.7“Privacy and Data Protection Conditions” refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;

12.8“Responsible Parties” have meaning to the Provider and verification agency together, and “Responsible Party” any one of them;

12.9“Verification Information Suppliers” shall mean third parties acting on behalf of the credit verification agency, including, but not limited to, criminal record bureaus, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations;

12.10 The client authorizes the Provider’s duly authorized verification agency, to access Personal/Company Information and conduct background screening (as well as a company representative to be able to check trade references supplied 12.15).

12.10.1 Checks including, but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification, drivers’ licence.

12.11The client consents to requests for consumer credit information to be released for the below prescribed purposes only:

12.11.1For the purposes of doing business with Mann-IT (Pty) Ltd.

12.11.2Fraud prevention or detection.

12. 11.3The client understands that verification requests form part of the background screening process and:

That requests for credit information from Credit Bureaus will only be conducted under the regulations defined as per the NCA;

Data obtained from the FSCA serve only for the purpose to determine the fitness and propriety as envisaged in the FAIS Act.

The client acknowledges that any Personal Information supplied to the Provider is provided voluntarily and that the Provider may not be able to comply with its obligations if the correct Personal Information is not supplied to the Provider.

12.12 The client understands that privacy is important to the Responsible Parties and the Responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and or applicable Data

Protection Legislation, for the purposes I have authorised.

12.13 The client warrants that all information, including Personal Information, supplied to the Provider is accurate and current and agree to correct and update such information when necessary.

12.14 By submitting any Personal Information to the Provider in any form the client acknowledges that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the

12.14 .1Processing of such Personal Information in the following manner by the Provider and/or verification information suppliers:

12.14.2 Personal Information may be shared by the Provider with the credit verification agency for verification or other legitimate purposes;

12.14.3 Personal Information may be shared by the Verification agency and be further stored and shared by the credit verification agency for purposes of other legitimate purposes as per the NCA;

12.14.4 Personal Information may be stored for a reasonable period by the Provider, and/or the Verification agency, and Personal Information may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. In

any cross-border transfer of personal information the recipient will be notified of the need to protect the confidentiality of the personal information.

12.14.5 The client takes note that if the Responsible Party has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, The client may first resolve any concerns with that Responsible Party. If The client is not satisfied with such process, The client has the right to lodge a complaint with the Information Regulator.

12.14.6 A copy of Personal Information kept by the Responsible Parties will be furnished to me upon request in terms of the provisions of POPI or the NCA and The client understands that he/she may dispute any information in the record provided.

12.14.7 The client unconditionally agrees to indemnify the Responsible Parties, and Verification Information Suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by

unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated personal information, provided to the Provider by the client or by a third party in respect of me.
In authorizing the search/s referred to above, The client confirms that he /she has not been forced/ coerced into signing and supplying the above information.

12.15 Trade references

Company.....
Contact person.....
Telephone number

Company.....
Contact person.....
Telephone number

Company.....
Contact person.....
Telephone number

13. Domicilium and Jurisdiction

13.1. The client shall be deemed to have chosen domicilium citandi et executandi at the address set out in paragraph 1 above and to have submitted and agreed to the jurisdiction of the High Court of South Africa or within the sole discretion of the provider the Magistrate’s Court even though the amount in dispute or the subject of litigation might exceed the jurisdiction of the Magistrate’s Court relating to cause of action in respect of any dispute or litigation arising between the provider and the client.

14.ACCEPTANCE

Thus done and signed at place

On this daymonth.....year.....

(in the presence of the undersigned witnesses.

Witnesses:

1 nameSign

2 nameSign

(Signature of duly Authorised person) (Name)

Witnesses:

1 nameSign

2 nameSign

(Signature of PROVIDER) (Name)