NETCOM WIRELESS

Fibre to the Home Service Agreement

Octotel Network

OCTOTEL

Customer Details

Fibre Services

Full Name: ..... ID number: .....

Email address: .....

Home Tel: (.....) ..... Mobile: (.....) .....

Fibre installation taking place in: Estate ☐ Flat ☐ Complex ☐ Unit Number: ..... Street Number: ..... Postal code: .....

Complex Name: .....

Physical Address: .....

Additional Contact Person (Spouse/Family Member)

Full Name: .....

Mobile: (.....) ..... Email address: .....

Keep it local, with the service you all know and love. No Call Centre's!

Select Your Service Options

*All prices include VAT. *All pricing is subject to change

FTTH - FIBRE TO THE HOME

Fibre Speed: Mbps	*25/25	25/25	55/25	100/100	150/150	300/200	500/200	1000/200
Included Data:	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped
Monthly Price:	R379	R520	R639	R899	R999	R1159	R1255	R1549
Choose your package	☐	☐	☐	☐	☐	☐	☐	☐

The *25Mbps/25Mbps* priced at R379 per month is only available in Bredasdorp and Struisbaai. New installations only, existing customers can't downgrade.

FTTB - FIBRE TO THE BUSINESS

Fibre Speed: Mbps	5/5	10/10	50/50	100/100	200/200	300/300	1000/500
Included Data:	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped
Monthly Price:	R829	R1049	R1249	R1449	R1949	R2449	R4299
Choose your package	☐	☐	☐	☐	☐	☐	☐

General Terms
All FTTH packages are for residential signups only. Businesses (FTTB) may include both home and business use. We commit to keeping our coverage data as accurate as possible, but we are reliant on the maps that are given to us by the Fibre Network Operators which could result in slight inaccuracies at times. Installation fees and line rental fees are prescribed by the Fibre Network Operators (FNO). Pricing can change if mandated by the FNO, NCW will always provide 1 (one) months' notice to advise of any price changes.

Installation Time
The standard installation time for Octotel is about 2-3 weeks, for live buildings in live areas. Installation times are not guaranteed.

Set-Up / Installation Fees / Migration
FTTH New Installation - R1500 (excl VAT) once off.
FTTB New Installation - R1900 (excl VAT) once off.
Migrations - If you've got Octotel fibre installed and want to switch your ISP to NCW, there's a migration fee of R780 (excluding VAT) that you'll need to pay before Octotel can finalize the migration process.

Cancellation Fees
If you cancel within 12 months of going live, you are liable to pay the R3000 Installation fee. The installation fee does not apply if you already have a fibre line installed which is not damaged and still active, however the connection fee (R965,00) will still be applicable upon cancellation. One calendar month notice period is needed for the cancellation of your services. Please note you are responsible for cancelling your existing services such as ADSL or fibre with another provider (if applicable) when signing up with NCW. All cancellations must go to accounts@netcomwireless.co.za to be processed. You will receive a cancellation form to complete accepting any relevant T's and C's, cancellations will be accepted upon completion of this process.

Moving Your Fibre Service
Relocating is treated as a cancellation as your ONT cannot be moved and is fixed to the premises. Should the next tenant take over your service, we will transfer the service at no cost to you. Contact accounts@netcomwireless.co.za if this is the case. If you have been an NCW client for less than your contract term and resume your service at your new residence, you will not pay a cancellation fee and the remainder of your previous contract will be added to your new contract. If the provider considers moving an ONT box or fibre line for any reason as a re-installation, a fee of R3000 will be charged.

Free 1 Hour On-site Support
Onsite support will only be considered if the problem cannot be resolved remotely. Onsite support for critical issues is at the sole discretion of NCW and only available in Cape Town and areas. For remote support please email support@netcomwireless.co.za.

Initial

1. Definitions

These definitions shall apply equally to all documents which form part of the Agreement:

1.1. "Acceptance Date" means the date on which the Customer accepted the Agreement and this may include acceptance in writing, telephonically or electronically, such electronic acceptance includes clicking "I agree" on a web page or on the Customer's mobile device;

1.2. "Agreement" means:

1.2.1. these Terms and Conditions;

1.2.2. the FTTH/FTTB Terms and Conditions;

1.2.3. the AUP;

1.2.4. the FUP;

1.2.5. any addendum concluded by NCW and the Customer.

1.3. "Application Form" means the documents, including in an electronic form, on which the Customer, amongst other things, applied for the provision of the Services and Products by NCW;

1.4. "AUP" means NCW's Acceptable Usage Policy which shall form part of this Agreement and which policy the Customer agrees to adhere to and which policy is displayed on the NCW website;

1.5. "Business Days" means any day other than a Saturday, Sunday or a public holiday officially recognized as such in the Republic of South Africa;

1.6. "CPA" means the Consumer Protection act, 68 of 2008;

1.7. "Customer" means the person referred to as such on the Application Form and who utilizes or has applied to utilize NCW's Services and Products and who is bound to the Agreement;

1.8. "Effective Date" means the date on which NCW gives the Customer access to and / or enables the Customer to use the Services and Products;

1.9. "Equipment" means any device, equipment or hardware used to access the Services and Products or used in conjunction with the Services and Products and which shall include the router;

1.10. "FNO" means a Fibre network operator who, amongst other things, builds and owns the physical infrastructure that is used to deliver Fibre;

1.11. "FTTH/FTTB" means Fibre to the home and Fibre to the Business;

1.12. "FTTH/FTTB Terms and Conditions" means the terms and conditions which are applicable to the Customer's use of the FTTH and FTTB;

1.13. "FUP" means NCW's Fair Usage Policy which shall form part of this Agreement and which policy the Customer agrees to adhere to and which policy is displayed on the NCW website;

1.14. "Installation Fee" means the fee payable for installing the FTTH line and which fee will differentiate between the specific FNOs;

1.15. "Intellectual Property Rights" means patents, registered designs, trade marks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and all other intellectual property rights;

1.16. "ISP" means Internet Service Provider;

1.17. "Juristic Person" means a company, close corporation, a body corporate, partnership, association or trust;

1.18. "Malicious Code" means anything that contains any computer software routine or code intended to:

1.18.1. allow unauthorized access or use of a computer system by any party;

1.18.2. disable, damage, erase, disrupt or impair the normal operation of a computer system;

1.18.3. and includes any back door, time bomb, trojan horse, worm, drop dead device or computer virus;

1.19. "Parties" means NCW and the Customer collectively and "Party" shall mean either of them as the context may dictate;

1.20. "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 70 of 2002;

1.21. "Router Fee" means the fee payable for the FTTH router;

1.22. "NCW" means NCW (Pty) Ltd, a private company registered as such in South Africa;

1.23. "NCW's System" means equipment operated together as a system by NCW to provide any Services and Products, including, without limitation, servers, peripherals, routers, switches, cables, software, databases, generators;

1.24. "Services and Products" means the provision of internet services, information technology services and any other products or services related thereto, provided by NCW to the Customer and as specifically applied for by the Customer on the Application Form;

1.25. "Service Fee" means the amount payable by the Customer to NCW for the Services and Products;

1.26. "Terms and Conditions" means these General Terms and Conditions as stipulated herein;

1.27. "Uncontrollable Event" means, inter alia, any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorder or any other cause beyond the reasonable control of NCW including the termination or suspension of a service or product provided by an FNO and / or a third-party supplier, that may result in a delay or a failure to provide any Services and Products;

1.28. "VAT" means value-added tax charged in terms of the VAT Act;

1.29. "VAT Act" means the Value-Added Tax Act, 89 of 1991.

2. Consumer Protection Act.68 of 2008

2.1. To the extent that there is any inconsistency between the Agreement and the CPA, the CPA shall take precedence.

3. Duration

3.1. The provisions of the Agreement shall be effective from the Acceptance Date and shall endure indefinitely until it is cancelled in terms of the Agreement. NCWwill provide the Customer with access to the Services and Products from the EffectiveDate.

3.2. The Customer is solely responsible for ensuring that their choice of the Services and Products conforms to their requirements or desired outcome. NCW will not be liable should the Customer select the incorrect Services and Products.

3.3. The Parties agree that, in the event that NCW is unable to activate the Services and Products which the Customer has applied for within 30 (thirty) days of the Acceptance Date (or such extended period as NCW may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and neither Party shall haveany liability to the other as a result of the termination.

3.4. Should the Agreement be for a fixed term (such fixed term having been selected by the Customer as a contract option, namely, either 1 (one) month, 12 (twelve) months or 24 (twenty-four) months from the Effective Date (either of these periods hereinafter referred to as "the Initial Period")):

3.4.1. and should the Customer be a natural person,

3.4.1.1. the Customer may:

3.4.1.1.1. cancel the Agreement on the expiry of the Initial Period and, in order to do this, shall provide NCW with one calendar months' notice by logging a support ticket by emailing support@netcomwireless.co.za; or

3.4.1.1.2. on at least 20 (twenty) Business Days written notice to NCW at any time prior to the expiry of the Initial Period by emailing support@netcomwireless.co.za;

3.4.1.1.3. alternatively, should the Agreement not be cancelled as per clauses 3.4.1.1.1 or 3.4.1.1.2 above, it will automatically continue on a monthly basis and will be terminable by either NCW or the Customer on a calendar month's written notice to the other Party.

3.4.1.2. NCW may:

3.4.1.2.1. should the Customer have materially breached the Agreement, terminate the Agreement if the Customer fails to rectify the breach after 20 (twenty) Business Days' notice from NCW calling upon the Customer to rectify its breach;

3.4.2. and should the Customer be a Juristic Person, the Customer may:

3.4.2.1. not cancel the Agreement during the Initial Period other than due to a material unremedied breach committed by NCW; or

3.4.2.2. cancel the Agreement on the expiry of the Initial Period and, in order to do this, shall provide NCW with one calendar months' notice by logging a support ticket by emailing support@netcomwireless.co.za;

3.4.2.3. alternatively, at the expiry of the Initial Period, should the Agreement not have been cancelled as per the above, the Agreement will automatically renew and will continue on a monthly basis, terminable by either Party on one month's notice, on revised terms, including revised pricing, which terms NCW will notify the Customer of prior to the expiry of the Initial Period.

3.5. Should the Customer cancel the Agreement during the Initial Period, the Customer will remain liable for all amounts owing up to the date of cancellation and, in addition to this, NCW will be entitled to impose a reasonable cancellation penalty and the Customer shall be liable to reimburse NCW for the following: the Router Fee (where applicable), the Installation Fee (provided there was not already a Fibre line when the Customer applied to NCW for the Services and Products) and the courier charges, in so far as they are applicable, in accordance with the FTTH/FTTB Terms and Conditions.

3.6. Upon termination of the Agreement, NCW or its partners shall be entitled to retrieve all or any Equipment installed by the partner or NCW at the Customer's premises.

3.7. Save as specifically provided for above, this Agreement may be terminable by either Party on 1 (one) calendar month's written notice unless the Customer has materially breached the Agreement, in which case, NCW will provide the Customer with reasonable notice to rectify the breach, this reasonable notice being 5 (five) Business Days unless the Customer can prove that this is unreasonable and, should the Customer fail to rectify the breach within such reasonable period, NCW may terminate the Agreement.

3.8. Notwithstanding termination of this Agreement, should the Customer continue to utilize the Services and Products of NCW, the Customer will remain liable for all amounts which would have been due to NCW and the Agreement shall be deemed to continue to apply until all amounts due to NCW are paid.

4. Service fee, Payment and The Consequences of Breach of Payment Terms

4.1. Billing will commence on the Effective Date. Notwithstanding the aforesaid, NCW reserves the right to bill the Customer for any non-recurring charges prior to the Effective Date. NCW reserves the right to prohibit the Customer's access and use of the Services and Products until such time as these non-recurring charges have been settled in full.

4.2. The Customer agrees to pay NCW for the Services and Products as set out in the Application Form and this Agreement one month in advance on the first working day of each and every calendar month.

4.3. The Customer agrees to pay all amounts free of exchange and without deduction or set-off by way of a direct debit order (optional) in favor of NCW, drawn against an existing bank account nominated by the Customer, or in such other manner as agreedby NCW from time to time.

4.4. If the Customer's debit order (optional) bounces for any reason, NCW reserves the right to resubmit the debit order.

4.5. Should the Customer pay by way of debit order (optional), the Customer agrees that:

4.5.1. NCW will be entitled and authorized to draw all amounts payable in terms of this Agreement from the account specified by the Customer and the Customer will sign all such forms and do all such things as may be necessary to give effect to the debit order;

4.5.2. NCW is entitled to debit the Customer's bank account on the first debit order run date after the Effective Date, provided that if the Effective Date is after the debit order run date for a particular month, NCW will debit the Customer's account on the following debit order run date and the Customer's first bill will therefore include a pro-rata portion for the remaining period of the month in which the Customer had its Effective Date plus the full-Service Fee for the succeeding month;

4.5.3. the Customer will not revoke or terminate the debit order instructions until termination of this Agreement and until all amounts due and owing to NCW have been fully paid.

4.6. Should the Customer fail to pay any amount to NCW on the due date for such payment, NCW may, without prejudice to any other rights which it may have:

4.6.1. suspend the Customer's access and use of the Services and Products, in which case NCW reserves the right to continue charging the Customer the minimum amount required to keep the Customer's account activated for the suspended period;or

4.6.2. terminate this Agreement.

4.7. NCW will use reasonable endeavors to keep the Customer informed aboutthe possibility of disconnection in the case of non-payment.

4.8. To the extent that NCW incurs any additional expenditure relating to the tracing and / or collection of unpaid amounts, those costs shall be for the Customer's account.

4.9. If any changes are proposed to any terms of an agreement between NCW and an FNO and / or any third party supplier, which impacts on the provisions of any Services and Products of this Agreement, or if any changes to this Agreement are necessary because of new and / or amended legislation and / or changes to NCW's license conditions and / or changes to NCW's Services and Products and / or fees and charges relating thereto, NCW shall be entitled to amend the terms, fees or charges for the Services and Products at any time on 30 (thirty) days' notice to the Customer. The Customer agrees however that should the FNO and / or third-party supplier not provide NCW with timeous written notice, or should any other circumstances beyond the reasonable control of NCW occur which does not enable NCW to reasonably have the opportunity to give 30 (thirty) days' notices, then NCW will provide written notice to the Customer within a reasonable period of time after NCW is so notified. The amendment will take effect on the date indicated in the notice.

4.10. The Customer specifically agrees that it will remain liable to pay NCW for his / her use of the Services and Products, notwithstanding the fact that the Customer does not have access to the premises to which the Services and Products are supplied. Should the Services and Products be supplied to the premises as per the Agreement, the Customer will be liable to pay NCW.

5. Customer's Access

5.1. Subject to the provisions of this Agreement, NCW will provide the Customer with access to the Services and Products from the Effective Date.

5.2. NCW will issue the Customer with a username and password to allow the Customer access to the Services and Products.

5.3. The Customer agrees that:

5.3.1. the Services and Products will be utilized for his / her own personal use only and therefore the Customer may not share the username and password with other third parties thereby granting them access to the Services and Products;

5.3.2. he / she will maintain the confidentiality of the username and password;

5.3.3. he / she will notify NCW should the username or password be compromised;

5.3.4. he / she is solely responsible for the payment for the Services and Products;

5.3.5. should any persons utilize the Services and Products with the Customer's authorization, the Customer is to ensure that such persons comply with the provisions of this Agreement and, in this regard, the Customer agrees that all acts or omissions of persons who utilize the Services and Products under the Customer's account or with the Customer's authorization will be treated, for all purposes, as the Customer's acts or omissions;

5.3.6. he / she has read and understood NCW's AUP and FUP and agrees to be bound thereby.

6. The Delivery and Availability of the Services and Products

6.1. The Customer agrees that the Services and Products are provided by NCWas a "best effort" service with no service levels of any nature being offered.

6.2. The Services and Products are provided "as is" or "as available". NCW does not make any express or implied representations, warranties or guarantees with regard to:

6.2.1. the quality or security of the Services and Products;

6.2.2. the availability of the Services and Products;

6.2.3. the Services and Products being free of errors or interruptions and fit for any purpose;

6.2.4. the Services and Products being secure and reliable.

6.3. NCW will use its best endeavors to notify the Customer in advance of any maintenance or repairs which may result in the unavailability of the Services and Products but cannot guarantee that it will be able to provide such notification timeously or at all.

6.4. Should the Customer experience any faults in the Services and Products, the Customer is to report such fault by logging a support ticket by emailing support@netcomwireless.co.za.

6.5. Due to the nature of certain Services and Products, NCW cannot guarantee the speed of the Services and Products and best effort will be made by NCW to troubleshoot the Customer's Services and Products.

7. Data

7.1. NCW will not be liable for any direct or indirect loss or damage of any kind which the Customer may suffer as a result of the loss of the Customer's data, or any part thereof, for any reason whatsoever.

8. Protection of NCW's System

8.1. The Customer agrees that it will not do anything which will compromise the security of NCW's system or any other network connected to NCW's system.

8.2. The Customer agrees that it will not do anything which may prejudice NCW's System and will take all reasonable measures to ensure that:

8.2.1. no unlawful access is gained to NCW's System;

8.2.2. no Malicious Code is introduced into NCW's System;

8.2.3. the Customer's information and data is adequately protected.

8.3. If NCW is of the view that a security violation has occurred or is imminent, NCW may take whatever steps it considers necessary to maintain the proper functioning of the NCW System, including, without limitation:

8.3.1. changing the Customer's access codes and password; and

8.3.2. preventing the Customer's access to NCW's System.

8.4. The Customer agrees that it will provide its full cooperation to NCW in any investigation that may be carried out by NCW regarding a security violation.

9. RICA

9.1. NCW shall not be liable to the Customer for any losses, liabilities, damages, claims, costs or expenses which the Customer may suffer as a result of NCW performing any activity which NCW is obliged to perform in terms of RICA.

10. Intellectual Property

10.1. The Customer agrees to comply with all laws applicable to any Intellectual Property Rights in respect of any data accessed, retrieved or stored by the Customer through the use of the Services and Products.

10.2. NCW will wholly and exclusively retain ownership of all existing Intellectualal Property Rights and shall become the exclusive and unencumbered owner of all Intellectual Property Rights associated with NCW's System and the Services and Products.

11. Breach

11.1. Subject to any other provision contained in the Agreement including clause 3 above, and without prejudice to any other rights which NCW may have, should the Customer breach any provision of the Agreement and fail to rectify the breach within 5 (five) Business Days' notice thereof (such notice period being dependent on the nature of the breach in question), NCW shall be entitled to:

11.1.1. suspend the Customer's access to the Services and Products;

11.1.2. cancel the Agreement and thereby terminate the Customer's access to the Services and Products;

11.1.3. claim immediate performance by Customer of his / her obligations.

11.2. Should NCW suspend or terminate the Services and Products, and the Customer thereafter rectifies its breach, NCW will be entitled to charge the Customer for reconnecting the Services and Products and for any administrative fees associated therewith. The reconnection fee and administrative fee will be payable by the Customer prior to the Services and Products being reactivated. The Customer agrees that it will take up to 3 (three) Business Days for the Services and Products to be reconnected by NCW.

12. Jurisdiction and Governing Law

12.1. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the Customer and NCW consent to the Courts of the Republic of South Africa to adjudicate any dispute which may arise between them.

13. Limitation of Liability and Indemnity

13.1. NCW will not be liable to the Customer or any third party in respect of any and all damages, loss, claims or costs, of whatever nature and howsoever arising when utilizing the Services and Products.

13.2. This clause shall apply to the benefit of NCW, including NCW's directors, officers, employees, contractors, agents and other representatives.

13.3. NCW does not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any of the Services and Products.

13.4. Without limiting a foregoing, NCW shall not be liable for and the Customer will have no claim of whatsoever nature against NCW because of:

13.4.1. the loss of or access to any usernames and passwords which the Customer is required to safeguard and not allow unauthorized access, on the understanding that NCW will be entitled to assume that the Customer is the person so using or gaining access to any service or account where the Customer's username or password is used;

13.4.2. any unauthorized access to the Customer's Services and Products;

13.4.3. any unavailability of, or interruption in the Services and Products due to an Uncontrollable Event;

13.4.4. any damage, loss, cost or claim which the Customer may suffer or incur due to a suspension or termination of the Services and Products.

13.5. If the CPA is applicable to this Agreement, and any provision of this clause is found by a Court or tribunal with competent jurisdiction over NCW to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause will have full force and effect.

13.6. To the extent that a competent Court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that NCW is liable to the Customer, the Customer agrees that NCW's liability to the Customer for any damages howsoever arising shall be limited to the amounts paid by the Customer under this Agreement in consideration for the Services and Products during the immediately preceding 12 (twelve) month period.

13.7. The Customer hereby unconditionally and irrevocably indemnifies NCW against any and all loss, damage, claims, liability and / or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by NCW because of any claim instituted against NCW by a third party due to the Customer's use of the Services and Products other than as is allowed in the Agreement or for any other cause whatsoever relating to the Agreement where the Customer has acted wrongfully or negligently.

14. Cession and Delegation

14.1. The Customer shall not be entitled to:

14.1.1. cede its rights;

14.1.2. delegate its obligations;

14.1.3. assign its rights and obligations, under this Agreement without the prior written consent of NCW.

14.2. NCW shall be entitled to:

14.2.1. cede its rights;

14.2.2. delegate its obligations;

14.2.3. assign its rights and obligations, under this Agreement without the prior written consent of the Customer.

15. Agreement Subject to Change

15.1. Subject to the provisions of this Agreement, NCW may amend the Agreement, including its charges from time to time, on written notice to the Customer, which written notice may be sent by email to the Customer and / or which notice may be affected by publishing any new version of the Agreement on NCW's website together with the date on which it will become effective, which will, if reasonably possible,be at least 30 (thirty) days after the date on which it was first published. It will be the Customer's duty to visit NCW's website on a regular basis to determine whether any amendments have been made.

15.2. If the Customer does not agree to the amendments, the Customer may cancel the Agreement subject to the cancellation provisions of this Agreement, provided that cancellation must be given to NCW within 30 (thirty) calendar days of the date of notification of any amendments.

16. Notices and Domicilia

16.1. For the purpose of giving of notice and the serving of legal process in terms of this Agreement, the Customer and NCW choose a domicilium citandi et executandi ("domicilium") as follows:

16.1.1. THE CUSTOMER:

16.1.1.1. Address: AS SET OUT IN THE APPLICATION FROM

16.1.1.2. Email: AS SET OUT IN THE APPLICATION FORM

16.1.2. NCW:

16.1.2.1. Address: 19 All Saints Road, Bredasdorp, 7280

16.1.2.2. Email: admin@netcomwireless.co.za

17.2. The Customer or NCW may at any time change, by notice in writing, its domicilium to any other address in the Republic of South Africa which is not a post office box or post restante.

17.3. Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be sent by email to the domicilium chosen.

17.4. A notice given as set out above shall be deemed to have been duly given, if sent by email, on the expiration of 24 (twenty-four) hours after the time of transmission.

17. Entire Agreement

17.1. Subject to NCW's right to amend the Agreement, the Customer and NCW agree that the Agreement constitutes the whole agreement between them and NCW will not be bound by any undertaking, representations, warranties, promises or the like not recorded herein.

17.2. In the event that any terms of the Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

17.3. If a provision of the Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision should be interpreted, insofar as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

18. Customer's Information

18.1. The Customer warrants that, as at the date of signature of the Application Form, all the details furnished by the Customer to NCW are true and correct and the Customer will notify NCW in the event of any change to such details. The Customer accepts that it will be his / her sole responsibility to ensure the provision of accurate and complete information.

18.2. The Customer warrants that he / she is legally capable of entering into a binding agreement.

18.3. The Customer consents to NCW processing the Customer's personal information in order for NCW to provide the Services and Products to the Customer.

19. No Indulgences

19.1. No indulgence, leniency or extension of time which NCW may grant or show to the Customer shall in any way prejudice NCW or preclude NCW from exercising any of its rights in the future.

20. FTTH/FTTB Terms and Conditions

20.1. In the event of a discrepancy between these Terms and Conditions and the FTTH/FTTB Terms and Conditions, the FTTH/FTTB Terms and Conditions shall take precedence.

FIBRE TO THE HOME/BUSINESS TERMS AND CONDITIONS

1. Terms and Conditions

1.1. The provision of the FTTH/FTTB Services and Products by NCW to the Customer shall be subject to the provisions of the Agreement.

2. Definitions

2.1. The definitions contained in clause 1 of the General Terms and Conditions, and further definitions which may be provided elsewhere in the Agreement, shall bear the same meaning in these FTTH/FTTB Terms and Conditions.

3. FTTH/FTTB Coverage

3.1. FTTH/FTTB Line and the Installation Fee:

3.1.1. NCW shall within a reasonable period of time of receipt of an order for the provision of FTTH/FTTB by the Customer, advise the Customer whether an installed Fibre line is available for use by the Customer and the anticipated Customer Installation Completion Date ("CICD").

3.1.2. Notwithstanding any other provision of this Agreement, the Customer shall be entitled to cancel, by way of written notice to NCW, an order for the provision of FTTH/FTTB prior to the CICD if the time period from the date of order by the Customer to planned CICD exceeds 6 (six) months. Upon such cancellation, NCW shall be entitled to charge the Customer for such costs and expenses as have been incurred by NCW or obligations to which NCW has become necessarily bound arising from the relevant order, from the date of the order concerned up to the date of receipt or deemed receipt of such notice of cancellation, as well as the actual cost of the recovery of any equipment already installed.

3.1.3. There is no Installation Fee payable unless the Customer cancels the Agreement in accordance with clause 3.5 of the Terms and Conditions (i.e., the Customer cancels the Agreement during the Initial Period) in which case the Installation Fee will be dependent on which FNO installed the FTTH/FTTB line and NCW will advise the Customer accordingly.

3.1.4. NCW is not responsible for the physical Fibre infrastructure or its installation. In addition, the method of installation shall remain within the FNO's discretion. NCW assumes no responsibility for any error or omission by the FNO.

3.1.5. Prior to any installation taking place, NCW will need to verify that the Custom er has FTTH/FTTB coverage at the premises selected by the Customer. The Customer accepts that, should the Customer not have FTTH/FTTB coverage at its selected premises, NCW will not be able to provide the Customer with the Services and Products.

3.1.6. If the Customer has a FTTH/FTTB line but has signed up with a different ISP, it will remain the Customer's obligation to cancel with this ISP before NCW will be able to provide the Services and Products.

3.1.7. Should the Customer terminate the Agreement during the Initial Period, then the full Installation Fee will be paid by the Customer to NCW.

3.2. Payment of Monthly Fees:

3.2.1. The Customer agrees to pay NCW for the Services and Products as set out in the Application Form and this Agreement one month in advance on the last working day of each and every calendar month.

3.3. Free Wifi Router (Only if applicable of package description):

3.3.1. The Customer may utilize the router free of charge for the duration of the Agreement, subject to the terms of this Agreement, and accepts that NCW will remain the owner of the router at all times.

3.3.2. The Customer agrees that, should it cancel the Agreement in accordance with clause 3.5 of the Terms and Conditions or the Customer cancels during the Initial Period, the Customer can either:

3.3.2.1. purchase the router from NCW at the retail

value at the time of cancellation; or

3.3.2.2. Return the router to NCW in its original condition.

3.3.3. Should the Customer decide to return the router in terms of clause 3.3.2.2 above, it is to do so within 10 (ten) days from the date on when the Customer's Services and Products were deactivated and the Customer is to provide its name and

NCW customer code when returning the router. The Customer will be liable for all courier charges associated with the returning of the router. If the router is not returned within the aforementioned 10 (ten) day period:

3.3.3.1. NCW will not accept the return of the router and the Customer will be charged for the router at the retail value of the router at the time of cancellation; and

3.3.3.2. the router will no longer be insured by NCW and NCW will not accept responsibility for any damage or defaults.

3.3.4. Should the Agreement be terminated after the Initial Period, the router is to be returned to NCW in the same good condition as it was received. The Customer willbe liable to reimburse NCW should the router be damaged in any way.

3.3.5. When returning the router to NCW, the Customer is to ensure that the LAN cable, power cable and all other items included in the box containing the router are re-turned to NCW. Should any items be missing, NCW reserves the right to chargethe Customer the cost thereof.

3.3.6. For 200Mbps or faster line speeds, an upgraded router is essential for peak WiFi speed. If the Customer already has an NCW router, the Customer may return the router in good condition and pay the difference in order to receive an upgraded router.

4. Moving Premises

4.1. The Customer agrees that, should it move premises and wish to change the location where the Fibre line is installed, the Customer shall apply to NCW in writing for such a change by emailing support@netcomwireless.co.za.

4.2. Upon receipt of such a request, NCW shall procure that the relevant FNO conduct a feasibility study as to the possibility of accommodating such a request and the costs associated with such a relocation.

5. Upgrades and Downgrades

5.1. An application by the Customer to change the bandwidth range or technical characteristics of an existing FTTH/FTTB line from that which was originally reflected in the Customer's order, shall be regarded as an application to upgrade (to a higher band- width) or downgrade (to a lower bandwidth) and not as an application to terminate the Services and Products.

5.2. In the event that the Customer applies for an upgrade or downgrade, NCW shall effect the necessary changes to the FTTH/FTTB line concerned and apply the relevant charges with effect from the date that the said change shall have been finally affected.

6. Equipment and Software

6.1. Except for Equipment that the Customer has paid for in full, all Equipment installed or provided by NCW, shall remain the property of NCW and the Customer agrees that:

6.1.1. he / she will take reasonable care of such Equipment;

6.1.2. he / she will not sell, lease, mortgage, transfer, assign or encumber such Equipment;

6.1.3. he / she will not relocate such Equipment without NCW's knowledge and permission;

6.1.4. he / she will inform, if applicable, his / her landlord that such Equipment is owned by NCW and therefore not subject to the landlord's hypothec;

6.1.5. he / she will return the Equipment to NCW at the termination of this Agreement at the Customer's expense.

6.2. Should the Equipment be lost, stolen, damaged, sold, leased, mortgaged, transferred, assigned, encumbered or not returned to NCW, the Customer agrees to pay NCW the reasonable value of such Equipment, together with any costs incurred by NCW in seeking possession of such Equipment.

7. Uncapped

7.1. Uncapped internet refers to an internet package where you never run out of data/bandwith capacity. With all NCW's Fibre packages (FTTH and FTTB), no limit will be placed on monthly data/ bandwith usage.

8. Unshaped

8.1. *Capacity shaping:*

8.1.1. Internet shaping is the lowering of available bandwidth by the Internet Service Provider (ISP) to a customer when that customer has exceeded their monthly limit. With all NCW's Fibre packages (FTTH and FTTB), the speed of service will stay constant throughout the service period.

8.2. *Prioritized shaping:*

8.2.1. Shaping happens when an online activity gets prioritised above others when the network is busy. With all NCW's Fibre packages (FTTH and FTTB), no filters are applied, prioritizing traffic. All traffic are treated equally, first in, first out.

9. Unthrottled

23.1. Internet shaping is the lowering of available bandwidth by the Internet Service Provider (ISP) to a customer when that customer has exceeded their monthly limit. With all NCW's Fibre packages (FTTH and FTTB), the speed of service will stay constant throughout the service period.

10. FNO Contention

10.1. Clause 7, 8 and 9 will only be applicable for layer 3 services (NCW). All layer 2 services (FNO's), will deliver best efford services according to their T&C's. Contention ratio's will be dependent on FNO's service agreement.

SIGNED by the party on the following date and at the following place:

Date:..... Signed at:..... Signature: .....