

VoIP & Internet Services

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE VOIP SERVICE FOR 10111 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES; LIMITS AND DISCLAIMERS ON COMPANY'S LIABILITY; AND THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE.

SERVICE

Service is offered on a monthly basis for a term that corresponds with the date your VoIP/Internet service was activated and ends on the day before the same date in the following month or corresponds with the calendar month if the Service fees were prorated to the start of a calendar month. Subsequent terms of this Agreement automatically renew unless you give Telnet Solutions written notice of non-renewal at least thirty (30) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

If you subscribe to the Company's Residential Services, which is defined as Service intended solely for the subscriber's residence, or home, and not for commercial purposes ("Residential Services"), the Service and the Device (if provided) are provided to you solely for such residential use. You shall not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for auto-dialling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if We determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

If you subscribe to the Company's Residential Services, which is defined as Service intended solely for the subscriber's residence, or home, and not for commercial purposes of fibre to the home, the Service and the Device (if provided) are provided to you solely for such residential use. You shall not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for auto-dialling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if We determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Device was inconsistent with normal residential use. If you subscribe to the Company's Business Services, which is defined as Service intended solely for the subscriber's use to support commercial, for-profit or not-for-profit, non-residential enterprises ("Business Services"), the Service and Device (if provided) are provided to you as a small business User. Because We have no control over your power or Internet connectivity you may experience occasional outages. For this reason, it is strongly recommended that you maintain a backup Internet service provider so that you have backup contact ability. It is recommended that provide a forwarding number so that you can receive calls in the event of an Internet outage. You shall not resell or transfer the Service or the Device to another party. You

are prohibited from using the Service or the Device for auto-dialling, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if We determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

PAYMENT AND OTHER CHARGES

When you subscribe to our Service, you authorize us to collect from your payment method, including, if applicable, Early Termination Fees, late fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

You agree to pay all charges due and payable for the Services without counter-claim, set-off or deduction, other than amounts reasonably disputed. Failure to pay in full may result in immediate suspension of services and Telnet Solutions shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable until the account balance is paid in full.

If you reasonably dispute an invoice, you must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of your right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, you will pay the full amount due within 10 days, otherwise Telnet Solutions may exercise any available remedies for breach. If you do not deliver full payment for all billed charges by the due date, Telnet Solutions may restrict, suspend or terminate use of the Services. If Telnet Solutions restricts, suspends or terminates your Services, Telnet Solutions may, at its sole discretion, choose to restore the Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of Telnet Solutions right to receive full payment for all charges due or again restrict, suspend or terminate the Services at any time for non-payment of unpaid charges. The failure of Telnet Solutions to restrict, suspend or terminate the Services for non-payment of any charges shall not act as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.

All prepaid fees and other payments by Subscriber are non-refundable and non-creditable. There are no pro-rated refunds for unused time. Unless otherwise stated in the Service agreement, Telnet Solutions will invoice and charge Customers monthly. Customers are responsible for paying monthly Service fees while Services are suspended due to non-payment. In the event that an account is terminated for any reason with an outstanding balance, Telnet Solutions will continue to electronically charge any credit card on file for the outstanding balance until all balances are fully resolved. All disconnected accounts and all accounts suspended for non-payment are subject to a R250 reconnection fee. Any account which goes into collection status will be transferred to a collection agency and incur a R350 processing fee and all other applicable fees and charges. Customers must pay a R150 service charge on disputed credit cards and credit card chargebacks.

Customer is responsible for all charges attributable to its account with respect to the Services. Customer agrees to notify Telnet Solutions immediately, in writing or by calling Our support line at 010 013 3060, if you become aware at any time that Services are being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Services. Telnet Solutions, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Services. You agree to save, defend, indemnify and hold Telnet Solutions harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

International calling is enabled by default. Customers may request it be disabled for a given country at any time by contacting Telnet Solutions. All International calls are billed at their respective international rates which are updated from time to time.

REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS

The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company's website currently located at: <https://telnetsolutions.co.za/terms-conditions> Such changes may include, without limitation, increasing the charges for the Service, including any additional features that may be offered in conjunction with the service. Changes will become effective once posted, and your continued use of the Service will constitute your acceptance of any such changes. However, if you do not wish to continue Service after a change or modification in features or functionality that materially affects the Service to you, you may terminate this Service Agreement by providing written notice to the Company within twenty (20) days of the effective date of the modification, and you will not be charged any Termination Fee (as defined below).

OWNERSHIP

The Customer acknowledges and accepts that it does not own or have any property rights in or any other rights to any telephone numbers assigned to them. Telnet Solutions may change a telephone number designated for the Customer if Telnet Solutions has (a) reasonable grounds for changing it and gives the Customer reasonable advance notice stating the reason for and the anticipated date of the change, or (b) in cases of emergency, given the Customer verbal notice, followed by a written explanation as soon as is reasonably possible

TERMINATION OF SERVICE – RESIDENTIAL AND BUSINESS

To cancel or terminate the Company's Residential or Business Service, you must contact our offices on 010 013 3060 or by emailing accounts@telnetsolutions.co.za and provide written notice at least thirty (30) days before the end of the monthly term in which the notice is given. If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, Telnet Solutions will turn off your Phone service and terminate billing at the end of the current billing term. If you do notify us that you are porting (moving) your phone number to a new phone company, Telnet Solutions will be required to leave your Phone Service active until you or your new phone company notify Us that the port-away has completed. The phone service must remain active until the port-away has occurred or your phone number may be lost. Once we're notified that the port-away has completed, Telnet Solutions will turn off your Phone Service and terminate billing at the end of the current billing term.

For Residential Services, Telnet Solutions reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in Our sole and absolute discretion. If We discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

For Business Services, Telnet Solutions reserve the right to suspend or discontinue the Service generally, or to terminate or suspend your Service for failure to rectify a violation of the Service Agreement within 7 days after receiving notice thereof from the Company. If We discontinue the Service generally, or terminate your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your failure to correct any breach of any provision of this Agreement, you will be responsible for charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice if necessary to comply with applicable laws or to preserve the integrity of service to other Customers. If service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspensions and the reason for suspension within one (1) business hour of suspension.

SERVICE REQUIREMENTS AND AVAILABILITY

You must return the equipment supplied by Telnet Solutions such as the internet router or network switches if they were part of the rental agreement. You are responsible to ensuring that the equipment supplied is returned in good working order or you will be liable for all the

damages. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service your equipment. If your Internet Access Service is terminated, suspended or disconnected for any reason, the Service will not be available until you re-establish your Internet Access Service with your Internet Service Provider.

FEES, TAXES AND OTHER CHARGES

We publish on our website, [https:// telnetsolutions.co.za](https://telnetsolutions.co.za), an explanation of the taxes and fees for this service. These fees and charges may change from time to time and vary depending on Federal, Provincial, and Municipal rules & regulations. If you make calls to international locations, then international rates will apply.

PROHIBITED USES

You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, Telnet Solutions determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If We believe that you have used the Service or the Device for an unlawful purpose, Telnet Solutions may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Telnet Solutions will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, or any similar behaviour. Telnet Solutions reserve the right to immediately terminate your Service if, in our sole and absolute discretion, Telnet Solutions determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. In addition, Telnet Solutions will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

RELOCATION REQUIREMENT

The Service may be used only at the Registered Location you provide to the Company. If you wish to relocate the Equipment, you must contact the Company for information on Service availability at the new location. If the Service is available at your new location, you must update and register the new location with the Company. Using or moving, or attempting to use or move, the Equipment or Service to a location without complying with this Section is a violation of this Service Agreement and you do so at your own risk.

LOCAL NUMBER PORTABILITY

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

A) You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service;

B) You authorize the Company to notify your current telephone service provider of your decision to switch your local, local toll, toll free and long-distance services to the Service, and you represent you are authorized to take such actions;

C) You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 10111 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and

D) You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To help avoid an interruption in your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and

E) You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

PORT OUT POLICY

Any telephone number may be allowed to port out if, at the time of our receipt of the port-out request:

A) should the client terminate the contract early a fee of R500 needs to be paid for the number to be released,

B) The number(s) being ported out have been active in the current subscribers account for at least 12 months,

B) There have been at least 200 inbound calls on the number(s) being ported out,

C) There have been at least 200 outbound calls on the number(s) being ported out,

D) The cumulative active call time of all inbound calls, over the previous 12 months, has exceeded 2,000 minutes,

E) The cumulative active call time of all outbound calls, over the previous 12 months, has exceeded 2,000 minutes, and

F) All previous invoices have been paid and there is no outstanding balance on the account.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO:

A) DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING OR PARTICIPATING IN A 10111 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR ENHANCED 10111 TELEPHONE SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR 10111 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 10111 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;

B) INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE VOIP SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;

C) ANY LACK OR BREACH OF SECURITY YOU OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE VOIP SERVICE; OR

D) USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK USES.

E) Our liability under this agreement will not exceed the Service charges for the affected time period. The Company will not be responsible for third-party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire line charges, technician charges, or other similar charges.

F) This Section Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by you or the Company, for any reason.

TOLL FREE CALL PLANS

Toll Free inbound service is available to all Customers in South Africa and is charged based on the number of inbound call minutes used.

INBOUND LOCAL CALL PLANS

The Company's Residential & Business Plans offer unlimited local inbound calling, call limits can be set upon customer's request.

OUTBOUND LOCAL CALL PLANS

The Company's Residential Plans are intended for residential use only and include the use of 2 simultaneous channels and a maximum aggregate of 200 outbound minutes per month, unless previous arrangements have been agreed to.

The Company's Business Plans are intended for commercial/business use and include the use of unlimited call channels and a maximum agreed minute.

PRIVACY

The Company utilizes, in part, the public Internet and third-party networks to transmit voice and other communications to and from the User. The Company is not liable for any lack of privacy which may be experienced with regard to the Service. Furthermore, the Service is offered over a platform that does not allow for the Company to encrypt the voice signals delivered over its network. Finally, the Company cannot guarantee, or protect, against the possibility that third parties may improperly attempt to capture signals, or communications, sent over the network.

BY USING THE FIBERCONX TELEPHONE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE THE SERVICE.

Customer Signature

Date

Printed Name

Company Name

if applicable