

FIBRE AGREEMENT

Beginning 2 End Technologies (PTY) Ltd

Company Registration Number: 2003/001397/07

Contact Number: 010 11 00 595

NOTICE OF CERTAIN TERMS AND CONDITIONS

THIS AGREEMENT CONTAINS PROVISIONS, WHICH ARE RECORDED IN A SIMILAR FONT TO THIS CLAUSE, AND WHICH PROVISIONS MAY HAVE THE EFFECT OF (I) LIMITING B2E/ACTIVE FIBRE'S LIABILITY OR RISK OR THAT OF A THIRD PARTY AND/OR (II) PLACING RISK OR LIABILITY ON THE CUSTOMER AND/OR (III) OBLIGING THE CUSTOMER TO INDEMNIFY B2E/ACTIVE FIBRE OR A THIRD PARTY AND/OR (IV) CONSTITUTING A POSITIVE ACKNOWLEDGEMENT BY THE CUSTOMER OF ANY FACT.

BY MAKING USE OF THE SERVICE(S) AND / OR PRODUCTS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

General

1. B2E/Active Fibre is an optical fibre service offering data, voice and content to customers.
2. B2E/Active Fibre determines the most suitable technologies to provision data, voice and content services over the fibre network to meet its commercial requirements.
3. The B2E/Active Fibre terms and conditions as detailed herein are subject to change from time to time. The amended terms will be uploaded to the B2E/Active Fibre website.
4. The amended terms will be deemed incorporated into the agreement and bind the subscriber from the date the amendment was uploaded on the website.
5. Any change to the B2E/Active Fibre terms and conditions will be available to the customer upon request and also be available on the B2E/Active Fibre website.
6. B2E/Active Fibre has partnered with 3rd Party Network Providers to provide the network infrastructure through which B2E/Active Fibre offers Fibre services as an Internet Service Provider (ISP).
7. The detailed B2E/Active Fibre data and voice offering is available at www.activefibre.co.za
8. The B2E/Active Fibre service is subject to:
 - 8.1. B2E/Active Fibre's Standard contract terms and conditions.
 - 8.2. Additional service or device specific terms and conditions mentioned below.
9. B2E/Active Fibre shall remain the main point of contact for all B2E/Active Fibre customers on 3rd Party Network Providers.
10. Where there is any conflict between any other terms and conditions mentioned and the B2E/Active Fibre specific terms and conditions, the additional service or device specific terms and conditions shall prevail.

Provision of Services

11. B2E/Active Fibre can only provide the Fibre service where there is a B2E/Active Fibre network presence or a 3rd Party Network Provider that has partnered with B2E/Active Fibre.

12. B2E/Active Fibre will only be able to provide a 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 B2E/Active Fibre will not be able to provide a fibre service

13. Dark Fibre Africa (DFA), Openserve, Vumatel, Metrofibre Networx, Link Africa, Liquid Telecom are the B2E/Active Fibre 3rd Party Network Providers.

14. B2E/Active Fibre 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 B2E/Active Fibre.

15. 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 B2E/Active Fibre, B2E/Active Fibre will not be able to continue with the installation of the B2E/Active Fibre service.

16. The B2E/Active Fibre service is only available in selected urban areas.

17. B2E/Active Fibre will only build a fibre network in a specified area if there is sufficient commitment from prospective customers.

18. The provision of the B2E/Active Fibre service is subject to credit vetting and the successful conclusion of a B2E/Active Fibre service contract with the customer.

19. The B2E/Active Fibre service is available to the customer on a month to month, 18 month, 24 month service contracts – the selected term will be applicable as per customer's selection on application.

20. The B2E/Active Fibre customers who are offered B2E/Active Fibre Services on 3rd party Network Providers shall only be able move to a different Network Provider on condition that the existing B2E/Active Fibre service is cancelled and the balance of contract has been paid in full.

21. The B2E/Active Fibre Broadband Uncapped price plans are available on either asymmetrical or symmetrical bandwidths depending on the speed supported by the network infrastructure provider.

21.1. B2E/Active Fibre self-built network, Dark Fibre Africa (DFA), Openserve, Fibrehoods network infrastructure providers support asymmetrical bandwidth. The upload speed is 50% of the download speed.

21.2. Vumatel Trench and Vumatel Aerial network infrastructure provider support both symmetrical (Upload speed is the same as the download speed) and asymmetrical bandwidth. (Upload speed is 10% , 25% and 50% of the download speed).

22. B2E/ACTIVE FIBRE DOES NOT WARRANT AN UNINTERRUPTED B2E/ACTIVE FIBRE SERVICE AND DOES NOT OFFER QUALITY OF SERVICE, UPTIME AND THROUGHPUT GUARANTEES.

23. B2E/Active Fibre shall endeavour to maintain the B2E/Active Fibre network and the B2E/Active Fibre service to the best of its ability.

24. A customer may not resell the B2E/Active Fibre service or use the B2E/Active Fibre service for any commercial activities or where the service is on sold to other users.

25. B2E/Active Fibre reserve the right to terminate any customer's B2E/Active Fibre service if it is found that the customer is reselling the service or using the B2E/Active Fibre service for commercial activities.

Commencement and Duration

26. The B2E/Active Fibre service contract start date shall be the customer account activation date.

27. The B2E/Active Fibre service contract shall remain in force for the contract period of month to month, 12 month, 18 month, 24 month service contracts – the selected term will be applicable as per customer's selection on application. Where after it should continue on a month to month basis, until either renewed for a further period or terminated by either party on one calendar on one full calendar month written notice to the other.

28. In the event that any B2E/Active 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 B2E/Active Fibre 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 B2E/Active Fibre service contract is terminated during the initial contract period, an early cancellation penalty as per the customers application will apply, equivalent to all of the remaining subscriptions such as Installation, Activation, Router fees will be due as per the initial period.

Service offering and pricing

31. B2E/Active Fibre reserve the right to adjust and amend the service offering and pricing from time to time.

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

33. A customer may purchase the B2E/Active Fibre services on the following channels:

33.1. B2E/Active Fibre website at www.activefibre.co.za

33.2. B2E/Active Fibre Sales at 010 11 00 595 or home@activefibre.co.za

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

34.1. B2E/Active Fibre Broadband offering data connectivity with Internet access.

34.2. B2E/Active Fibre Fixed Voice offering voice calls (national and international).

34.3. B2E/Active Fibre Broadband with Fixed Voice.

36. The B2E/Active Fibre Broadband does not offer any capped services.

37. B2E/Active Fibre Customers will receive an invoice via email on or around the 26th of the month following the bill date (1st of the month) for contract periods of 24 months, 18 Months, 12 Months or month to month. The first B2E/Active Fibre bill be comprised of the pro-rated amount from date of activation in the relevant month as well as for the period billed in advance. This amount is to be paid in full by the 1st of the month.

38. B2E/Active Fibre monthly subscription will be billed in advance while the data and voice minutes usage will be billed in arrears.

39. The B2E/Active Fibre pricing as specified at www.activefibre.co.za 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

40. B2E/Active Fibre will appoint an approved installer to install the B2E/Active Fibre service at the customer's premises.

41. The approved installer will require reasonable access to the customer's premises.

42. The approved installer will install the B2E/Active Fibre service in accordance with the detailed installation guidelines for a standard installation as per the B2E/Active Fibre Installation Schedule.

43. The detailed installation guidelines will include the maximum installation specifications that will be included in a standard installation.

44. If the B2E/Active Fibre service installation exceeds the standard installation specifications, then any additional installation expenses will be for the customer's account

44.1. Any additional installation expenses will be settled directly with B2E/Active Fibre or with the approved installer.

44.2. The installation will be deemed fully operational if the approved installer successfully tests the B2E/Active Fibre service with the Customer Premises Equipment (CPE) provided by B2E/Active Fibre as part of the B2E/Active Fibre service contract.

44.3 Missed installations due to customer negligence will carry a penalty.

45. The approved installer will not test the installation's operational status with any other CPE than the CPE provided by B2E/Active Fibre.

46. The customer undertakes to maintain the installation, including all equipment provided, in good order including environmental considerations as detailed in the B2E/Active Fibre Service Schedule.

47. The customer may not move or alter the B2E/Active Fibre service installation and must notify B2E/Active Fibre if there is a need to move or alter the installation

48. Only a B2E/Active Fibre approved installer may move or alter a B2E/Active Fibre service installation.

49. All home Fibre solutions require a self-install of the wireless router. Telephonic assistance will be provided. **B2E / Active Fibre is not be responsible for the coverage quality of the wireless CPE (router). A 3rd party contractor can be called onsite at their rate to assist with LAN and wireless coverage issues.**

Non-standard Installation

50. A non-standard installation for B2E/Active Fibre network applies to cable length in excess of 40 (forty) metres.

51. The B2E/Active Fibre approved installer will survey the customer premises to determine the customer's preferred route and whether non-standard installation charges are applicable.

52. A non-standard installation shall entail the drop length that exceed the standard installation metres.

53. B2E/Active Fibre will only bill the non-standard installation charges as a once-off.

54. 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:

54.1. Installations on the B2E/Active Fibre 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.

54.2. 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.

54.3. Installations on the Link Africa network are limited to 30 metres; the customer will be liable for any installation over 30 metres at a rate of R 228.00 (Incl. VAT) per linear metre.

54.4. 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.

54.5 Customers will be quoted by the Vendor at the time and would need to pay upfront for installation to proceed.

55. The B2E/Active Fibre non-standard installation charges will be billed on following month B2E/Active Fibre bill.

56. If the customer cancels the B2E/Active Fibre service after the installation of the ONT by the Network provider then the customer will be liable for non-standard.

Customer Equipment

57. The following equipment related to the B2E/Active Fibre service will be installed at the customer's premises:

57.1. An Optical Network Terminal (ONT) that forms part of the B2E/Active Fibre network or 3rd Party Network Provider.

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

58. The ONT remains the property of B2E/Active Fibre or 3rd Party Network Provider at all times.

59. The CPE will form part of the B2E/Active Fibre service contract.

60. After the B2E/Active Fibre price plan initial contract period (12 months, 18 months, 24 months), the CPE and any other customer equipment (excluding the ONT) becomes the property of the customer. A customer on a month to month will own the CPE if they have been on a month to month price plan for a minimum of 18 consecutive months. If services are cancelled prior to the 18 consecutive months the CPE needs to be returned in its original packaging to B2E / Active Fibre's office at cost to customer.

61. A 2-year warranty will apply to all customer equipment provided by B2E/Active Fibre.

62. 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 B2E/Active Fibre service contract period.

63. The customer gives B2E/Active Fibre permission to configure the router for additional Service Set Identifier's (SSID's) to enable supplementary services.

64. 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

Service interruptions

66. B2E/Active Fibre will endeavor to limit service interruption occurrences to the B2E/Active Fibre service and the length thereof.

67. In the case of a service interruption in the B2E/Active Fibre service, B2E/Active Fibre will deploy technical teams to address any network faults.

68. If a customer detects a service interruption in the B2E/Active Fibre service, the customer has to notify B2E/Active Fibre customer care of the interruption.

69. If the service interruption in the B2E/Active Fibre service is traced to a customer's B2E/Active Fibre installation or customer equipment, then B2E/Active Fibre will endeavour to rectify the fault remotely, failing which a service team will be dispatched to the customer's premises to address the fault.

70. If in the event of a service interruption in the B2E/Active 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 B2E/Active Fibre will charge the customer the applicable rates for dispatching the service team to rectify the service interruption.

Liability

71. B2E/ACTIVE FIBRE 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 B2E/ACTIVE FIBRE'S FIBRE SERVICE, EXCEPT WHERE SUCH LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT IS CAUSED DUE TO THE GROSS NEGLIGENCE OF B2E/ACTIVE FIBRE OR ITS AGENTS. B2E/ACTIVE FIBRE 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.

72. B2E/ACTIVE FIBRE ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE B2E/ACTIVE FIBRE SERVICE, INCLUDING LOSS OR DAMAGE DUE TO USING THE INTERNET AND/OR TRANSFERRING FILES AND CONTENT.

Non payment

73. B2E/Active Fibre services may be suspended in the event of non-payment.

74. A reconnection administration fee of R250 for debit order rejections and for services that have been suspended will be applied. The reconnection activation fee needs to be paid with the full amount outstanding before services can be reactivated.

75. A customer will be billed the balance of contract when the suspension is initiated due to non-payment. Failure to settle the payment after services have been suspended, customer services will be terminated.

76. IN AN EVENT THAT CUSTOMER SERVICES ARE TERMINATED DUE TO NON-PAYMENT, A CUSTOMER WILL BE CHARGED THE BALANCE OF SUBSIDISED PORTION OF THE CONTRACT. SERVICE WILL NOT BE RELEASED IT WILL REMAIN SUSPENDED UNTIL PAYMENT HAS BEEN RECEIVED IN FULL.

77. The following balance of contract will apply to all terminated contract:

77.1. A customer will be liable for the B2E/Active Fibre subscription, B2E/Active Fibre CPE cost and all once-off installation and activation charges including those paid to 3rd Party Network Provider by B2E/Active Fibre on behalf of the customer.

77.2. E.g. if a 24 month contract customer is terminated on the B2E/Active Fibre service in month 12, then the customer will be liable for the following:

- B2E/Active 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

77.3. E.g. if a 12 month contract customer is terminated on the B2E/Active Fibre service in month 6, then the customer will be liable for the following:

- B2E/Active Fibre 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

78.4. E.g if a month to month contract customer is terminated on the B2E/Active 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

79. CANCELLATIONS WITHIN THE CONTRACT PERIOD WILL CARRY A PENALTY EQUIVALENT TO ALL THE REMAINING SUBSCRIPTION DUE FOR THE REMAINDER OF THE 12 MONTH, 18 MONTH OR 24 MONTH CONTRACT PERIOD.

Termination & Cancellations after B2E/Active Fibre CPE installation

80. CANCELLATIONS WITHIN THE CONTRACT PERIOD WILL CARRY A PENALTY EQUIVALENT TO ALL THE REMAINING SUBSCRIPTION DUE FOR THE REMAINDER OF THE 24 MONTH, 18 MONTH OR 12 MONTH CONTRACT PERIOD.

81. Customers that cancel their contracts before the end of the contract period will be liable for all the B2E/Active Fibre CPE and subscription charges as well as all amounts paid by B2E/Active Fibre to the network provider on behalf of the customer such as the:

81.1. B2E/Active Fibre CPE (router),

81.2. B2E/Active Fibre monthly subscription,

81.3. Cost of installation of the ONT,

81.4. Service activation charges

The cost of the router provided is recovered over a 24-month period for 24-month price plans

82. 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.

83. 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 month – 12 months = 12 months X CPE cost / 24.

84. The balance of contract for monthly subscription is calculated as follows for 24 months: 24 months – total months on the existing price plan = balance X monthly subscription.

85. 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 months – 12 months = 12 months X monthly subscription.

86. The recovery for the costs of the ONT installation and service activation charges is calculated as for 24 months: 24 months – total months on the existing price plan X total charge of the network provider / 24.

87. 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 B2E/Active Fibre to the network provider on behalf of the customer (ONT installation charges, service activation charges). The cost is calculated as follows: 24 months – 12 months X total charge of the network provider / 24.

88. The recovery cost is calculated as follows for 12 month and month-to-month price plans : 12 months – total months on the existing price plan = balance X CPE cost / 12.

89. 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 month – 6 months = 6 months X CPE cost / 12.

90. 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 month – 6 months = 6 months X CPE cost / 12.

91. The balance of contract for Subscription is calculated as follows for 12 months: 12 months – total months on the existing price plan = balance X monthly subscription.

92. 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 months – 6 months = 6 months X monthly subscription.

93. 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 months – total months on the existing price plan X total charge of the network provider / 12.

94. 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 B2E/Active Fibre to the network provider on behalf of the customer (ONT installation charges, services activation charges). The cost is calculated as follows: 12 months – 6 months X total charge of the network provider / 12.

95. The customer will be liable for any termination or cancellation penalties applicable to the customer subscription, B2E/Active Fibre CPE or service activation charges before the B2E/Active Fibre contract can be cancelled.

96. Any penalties applicable to customer equipment due to termination or cancellation will be included in the last invoice.

97. Customers will need to inform B2E/Active Fibre one (1) calendar month in advance for any cancellation/termination request to enable B2E/Active Fibre to complete processing the cancellation/termination.

Cancellation and Termination before B2E/Active Fibre CPE installation

99. If the customer cancels the B2E/Active Fibre service prior to the installation of the Optical Network Terminal (ONT) by the Network Provider i.e. B2E/Active Fibre, Dark Fibre Africa (DFA), Openserve, Metrofibre Networx, Link Africa, and Liquid Telecom, in customer's home the customer will not be liable for the installation fee.

100. If the customer cancels the B2E/Active Fibre service after the installation of the ONT by the Network provider then the customer will be liable for an installation fee.

101. The customer will be liable for any termination or cancellation penalties applicable to the ONT installation and service activation before the B2E/Active Fibre contract can be cancelled.

102. The installation fee of the ONT varies per Network Provider.

103. The installation fee applies across month-month, 12 month, 18 month and 24 month contract periods.

104. 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.

Upgrades, Downgrades and Migrations

105. The customer may migrate to any other B2E/Active Fibre service offer by contacting one of the customer touch points and submitting the request.

105.1. The request to migrate will be subject to the subscriber's current package and which package they wish to migrate to.

105.2. B2E/Active Fibre may in certain instances have specific migration rules for a particular package which restricts migrations. For Clarity: If the subscriber is on a promotion and received free services, that subscriber will not be able to migrate out of the promotion into another promotion. These rules will be listed for each applicable price plan where applicable. The subscriber is required to be familiar with these package specific rules for which they are signed up.

105.3 Depending on the Fibre Network Operator B2E / Active Fibre migration fees will apply. Customer service agent will advise on request if fees are applicable.

105.4 All migration, upgrade and downgrade requests are to be sent to home@activefibre.co.za

106. Definitions:

106.1. Upward Migration: An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package. For Clarity: Where a customer on a R599 package wishes to migrate to a R799 package, this will be considered an upward migration.

106.2. Downward Migration: A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package. For Clarity: Where a customer on a R799 package wishes to migrate to a R599 package, this will be considered a downward migration.

107. Upward and downward contract term migrations may attract a once-off service activation fee as per the product catalogue available on the Active Fibre website

108. FOR AN UPGRADE OR MIGRATION, ANY ALLOCATED BUT UNUSED DATA, VOICE MINUTES AND OTHER SERVICES ON THE OLD SERVICE PACKAGE WILL NOT BE ELIGIBLE FOR TRANSFER TO THE NEW SERVICE PACKAGE. THESE ALLOCATIONS WILL BE FORFEITED AND THE NEW SERVICE PACKAGE WILL START FROM A NEW ALLOCATION AS PER THAT SERVICE PACKAGE.

Relocation and Moves

109. If the customer wishes to move the location of the B2E/Active Fibre service, the following will apply:

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

109.2. Moves will be allowed subject to a feasibility study on whether a B2E/Active Fibre service can be provisioned at the new location.

109.3. Any additional costs relating to the provisioning of the B2E/Active Fibre service at a new location will be charged to the customer with prior approval.

110. If a B2E/Active Fibre customer re-locates to a location where no B2E/Active Fibre network, the customer will be able to cancel the B2E/Active Fibre contract without penalties however the customer will be liable for any outstanding fees and outstanding fees applicable to the CPE.

111. When the customer relocates or move the B2E/Active Fibre service to a different address, a new 24 month, 18 Month, 12 month or month-to-month contract period will apply unless instruction is received by B2E/Active Fibre to cancel the existing contract which will be subject to B2E/Active Fibre's cancellation policy referred to herein.

112. If a B2E/Active Fibre customer moves the B2E/Active Fibre CPE within the customer premises, the following will apply:

112.1. A B2E/Active Fibre customer will be responsible for charges associated with the move and any non- standard installation charges (where applicable).

Fixed Voice

113. The B2E/Active Fibre Fixed Voice service is dependent on a B2E/Active Fibre Broadband installation.

114. The customer will receive a B2E/Active Fibre Fixed Voice non-geographic telephone number.

115. The customer can port a geographical telephone number to the B2E/Active Fibre Fixed Voice service.

116. All national on-net (B2E/Active Fibre to B2E/Active Fibre and B2E/Active Fibre to B2E/Active Fibre GSM) and off-net (B2E/Active Fibre to any other operators) calls will be deducted from the B2E/Active Fibre Fixed Voice price plan allocations or at the default out-of-bundle rates if the price plan allocation is depleted.

117. B2E/Active Fibre Fixed Voice minutes will carryover for up to three (3) months.

118. The B2E/Active Fibre Fixed Voice order of consumption is based on expiry date of the voice minutes. The minute bundle that expires first, is the bundle that gets consumed first.

119. All international calls will be charged at the current B2E/Active Fibre international calling rates.

B2E/Active Fibre Promotions

120. B2E/Active Fibre will run promotions on its fibre packages at its discretion from time to time.

121. These promotions will have a start and end date during which time subscribers can sign up.

122. The standard terms and conditions stated herein will apply to any promotions.

123. Where terms and conditions deviate for any promotions they will be stated in specific terms and conditions for the promotion.

124. Subscribers who are signed up to any promotion will have to live out the duration of that promotion and will not be eligible to migrate out of the promotion into any other promotion or revised price plans.

125. Cancellations of a promo will trigger the “Cancellation and Termination” clause contained herein and any specific cancellation conditions listed in any specific terms for the promotion.

126. Promotional offer monthly subscriptions will be valid for a maximum period of 24 months from the date of service activation.

126.1. Month to month, 12 month, 18 Month and 24 month subscribers will be migrated to the price plan that they have subscribed to as it exists in the market at the end of the 24 month period.

127. B2E/Active Fibre reserves the right to discontinue promotions at any time.

Complaints Handling Procedure

128. B2E/Active Fibre will endeavour to resolve all customer related service interruptions timeously;

129. If the customer believes that the problem is not being adequately attended to; please contact our Contact Centre on 010 11 00 595 (available from 07:00 until 22:00 weekdays and 08:00 until 14:00 weekends) and request to speak to the Contact Centre Manager (or an authorised delegated representative) to facilitate the escalation. The escalation will be investigated and feedback will be provided to the customer within a reasonable turnaround time.

130. 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.

131. 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.

Privacy Policy

132. B2E/Active Fibre does not distribute any of your personal information to third parties; unless it's required to deliver the products or services requested by you. In addition, B2E/Active Fibre will not sell your personal information to third parties unless you give us your specific permission to do so. For example, we may disclose your data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, B2E/Active Fibre may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws

The Customer Agrees to the above terms and conditions

Customer Name: _____

Company Name: _____

Date: _____

**** Please review our Terms and Conditions and AUP (Acceptable Usage Policy) on our Website: www.activefibre.co.za. Terms and conditions are subject to change from time to time.