



Infin8green Telecoms Standard Terms and Conditions for
Fibre to the Home (FTTH) Services



Infin8green FTTH Standard Terms 2020

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless a contrary intention is clear from the context, the following words and phrases shall have the following meanings:
- 1.1.1 "Acceptable Fair Use and Access Policy" means the Infin8green Telecoms Acceptable Fair Use and Access Policy attached hereto as Annexure 2;
- 1.1.2 "Access Build" means civil construction and maintenance works required at the Customer's Premises to connect the Network Service to the Customer by installation of a Termination Point in the Customer Premises.
- 1.1.3 "Activation" means the enabling of a Service to the Customer's Premises.
- 1.1.4 "Agreement" means the current version of these Standard Terms and Conditions for Fibre to the Home Services, the Order Form signed by the Customer, and all annexures and addenda to these documents, as amended from time to time and available at www.Infin8green.com
- 1.1.5 "Authority" means the Independent Communications Authority of South Africa established in terms of the Independent Communications Authority of South Africa Act 13 of 2000, as amended, and its successors who oversee the telecommunications and electronics industry in the Republic of South Africa;
- 1.1.6 "Business Day" means any day which is not a Saturday, Sunday or a day which is defined as a public holiday in terms of the Public Holidays Act, Act 36 of 1994;
- 1.1.7 "Charges" means installation charges, monthly service charges, usage and all other charges relating to the provision of the services by Infin8green Telecoms to the Customer or relating to the cancellation of the Agreement;
- 1.1.8 "Contractor" means a contractor appointed by Metrofibre Networkx to install, maintain, repair, connect, disconnect or perform any similar tasks related to the provision of the CPE or the Services by Infin8green Telecoms to the Customer;
- 1.1.9 "Customer" means the person entering into this Agreement with Infin8green Telecoms for the provision of FTTH Services and/or the use of Customer Premises Equipment;
- 1.1.10 "Customer Premises" means the premises specified in the Order Form at which the Services are to be provided;
- 1.1.11 "Customer Premises Equipment" or "CPE" means all devices supplied by Infin8green Telecoms to the Customer to enable Infin8green Telecoms to provide the Services to the Customer, including but not limited to the optical network terminal (ONT), router, hardware, cables and connections;
- 1.1.12 "Event of Force Majeure" means any event or circumstance, other than a lack of funds required for payment, which is not within the reasonable control of the affected Party including, without limitation, war, national emergency, epidemic, pandemic, plague, national lockdown, strike, civil disturbance, theft, fire, flood, explosion, natural disaster, unusually severe weather conditions, prohibitive legislation or regulations, inability to secure materials or services and failure of power or utility supplies (including electronic communications);



- 1.1.13 "FTTH" means architecture of electronic communication to the Customer's Premises where the final connection to the Customer's Premises is optical fibre;
- 1.1.14 "Installation" means the physical act of providing the FTTH service to the Customer Premises and shall include all Access Builds;
- 1.1.15 "Internet Services Provider" means a company that provides customers with internet access;
- 1.1.16 "Infin8green Telecoms" means Infin8green Trading Pty (Ltd) (Proprietary) Limited, a company incorporated in terms of the laws of the Republic of South Africa, which is a Internet Services Provider;
- 1.1.17 "Month" means a calendar month beginning at 0h00 on the first day of the calendar month in question;
- 1.1.18 "Network Provider" means an entity authorised by the Authority to provide telecommunication services including, but not limited to, fixed network operators, mobile operators, wireless operators, or any other operator that provides access and network services (including value added services);
- 1.1.19 "Network Services" means any services provided by a Network Provider and which are made accessible to the Customer in terms of this Agreement;
- 1.1.20 "Application form" means the document which is completed by the Customer in writing, electronic/telephonically, which contains the Customer's details and the Customer's request that Infin8green Telecoms provides it with Services, and may reference and include additional terms and conditions and any other annexures or schedules or documents referred to in the Order Form document from time to time;
- 1.1.21 "Parties" means the parties to this Agreement, being Infin8green Telecoms and the Customer collectively, and "Party" means either one of them;
- 1.1.22 "Personal Information" shall mean "personal information" as defined in POPIA;
- 1.1.23 "POPIA" means the Protection of Personal Information Act, No. 4 of 2013, as amended and its applicable regulations from time to time;
- 1.1.24 "Process" shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 1.1.24.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 1.1.24.2 dissemination by means of transmission, distribution or making available in any other form; or
- 1.1.24.3 merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 1.1.25 "RICA" means the Regulation of Interception of Communications and Provision of Communications Related Information Act 70 of 2003, as amended from time to time, and its related regulations as published in the Government Gazette;



- 1.1.26 "Service/(s)" means the residential services provided by Infin8green Telecoms to the Customer together with the with provision of any CPE required for such services, as detailed in the body of this Agreement as well as any additional services set out in any of the Annexures hereto, which the Customer subscribes for;
- 1.1.27 "SLA" means the Service Level Agreement annexed to this Agreement as Annexure 1;
- 1.1.28 "Social Media Platforms" shall mean internet-based social media platforms and/or blog sites, such as (but not limited to) Facebook, Twitter, Instagram and all similar sites which grants a user a platform from which to air an opinion, whether moderated or not, which is accessible to the general public, whether now in existence or which may come into existence in future;
- 1.1.29 "Termination Point" means the point where the Customer is connected to the fibre broadband network and includes the optical network terminal point ("ONT");
- 1.1.30 "Use Charges" means the costs charged by Infin8green Telecoms to the Customer for access to the Network Services; and
- 1.1.31 "VOIP" means voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet, as set out in Annexure 3 hereto.
- 1.2 In this Agreement, unless a contrary intention is clear from the context:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 a reference to any gender includes the other genders and a reference to a person includes any individual, body corporate, unincorporated entity or any other entity recognised in law as having a separate legal existence;
 - 1.2.3 when any number of days is prescribed, this shall be calculated by excluding the first and including the last day, unless the last day is not a Business Day in which case the days shall be calculated up to the next Business Day;
 - 1.2.4 headings of clauses have been inserted for convenience only and shall not be taken into account in the interpretation of this Agreement;
 - 1.2.5 if there is any conflict between the provisions of this Agreement and any annexure, the provisions of this Agreement shall prevail;
 - 1.2.6 words defined in this clause shall have the same meaning in the annexures and any word defined in a clause or annexure shall have that meaning in the clause or annexure concerned and if used elsewhere in this Agreement.



2. PROVISION OF SERVICES AND AUTHORISATION

- 2.1 The Customer wishes to acquire the Services from Infin8green Telecoms, which Services Infin8green Telecoms agrees to provide to the Customer subject to the terms of this Agreement.
- 2.2 In order to provide the Services:
- 2.2.1 Infin8green/Metrofibre Network may be required to conduct an economic and network feasibility process to determine the viability of any Installation including Access Builds;
- 2.2.2 Infin8green Telecoms may require information from other Network Providers. The Customer authorises Infin8green Telecoms to approach any Network Provider or other party in order to obtain such information;
- 2.2.3 INFIN8GREEN TELECOMS MAY NEED TO ENTER INTO AGREEMENTS OR ARRANGEMENTS WITH THIRD PARTIES WHICH MAY BE NECESSARY FOR INFIN8GREEN TELECOMS TO DELIVER THE SERVICES. THE CUSTOMER HEREBY AUTHORISES INFIN8GREEN TELECOMS TO ENTER INTO ANY SUCH AGREEMENT OR ARRANGEMENT ON HIS/HER BEHALF AS MAY BE NECESSARY;
- 2.2.4 if so required, the Customer shall provide Infin8green Telecoms with such written authorisation as may be necessary for Infin8green Telecoms to obtain the information referred to in clause 2.2.2 or to enter into an agreement or arrangement referred to in clause 2.2.3; and
- 2.2.5 THE CUSTOMER UNDERTAKES TO PROVIDE INFIN8GREEN TELECOMS WITH ALL INFORMATION AND DOCUMENTATION REQUIRED UNDER RICA PRIOR TO THE SERVICE BEING ACTIVATED. THE CUSTOMER ACKNOWLEDGES THAT INFIN8GREEN TELECOMS MAY NOT PROVISION ANY SERVICE TO THE CUSTOMER UNTIL SUCH A TIME AS THE CUSTOMER HAS COMPLIED WITH THIS CLAUSE. THE CUSTOMER UNDERTAKES TO EMAIL THE REQUIRED RICA DOCUMENTATION ONTO INFIN8GREEN TELECOMS infin@infin8green.com CUSTOMER ACCEPTS AND AGREES THAT HE/SHE WILL BE REQUIRED TO PROVIDE HARD COPIES OF THE RICA DOCUMENTATION TO THE INSTALLERS OF THE CPE WHEN THE CPE IS INSTALLED AT THE CUSTOMER'S PREMISES AS WELL AS UPLOAD SOFT COPIES OF THE RELEVANT RICA DOCUMENTS ONTO accounts@infin8green.com
- 2.3 Where an electronic Order Form is placed through the Infin8green Telecoms website, the order as selected and executed by Infin8green Telecoms will be billed to the person whose name is set out at the top of the Order Form.

3. TERM

- 3.1 The Agreement shall apply to each Order Form and any Services provided in terms thereof, calculated from the date of Activation.
- 3.2 If a month to month or 12 month term is selected, The Customer may terminate the Agreement at any time by giving 30 (thirty) calendar days' notice in writing to Infin8green Telecoms. Penalties will apply for early termination of a 12 month term contract or month to month (before the initial 3 month term is past). i.e. Payment of 20% premium for the remainder of the term as a single payment, including the activation fee of R599.00 as per the Application form.



3.3 If the conclusion of the Agreement is as a result of direct marketing, the Customer has the right to terminate the Agreement without reason or penalty within 5 (five) Business Days of the later of the date upon which the Agreement was entered into or the Service or the CPE are delivered to the Customer. If the CPE are not returned to Infin8green Telecoms in their original, unopened packaging, Infin8green Telecoms shall be entitled to claim a reasonable amount from the Customer for the use of the CPE

4. ACCESS BUILD

4.1 Where an Access Build is included in any Service order, marketing materials, package or quote, the Access Build shall encompass the civil works relating to the installation of a Termination Point in the Customer Premises.

4.2 The Access Build shall be limited to reasonable civil construction costs of not more than R10 000 (ten thousand Rand) and no more than 15 (fifteen) running metres of cable infrastructure including trenching and reticulation. To the extent that the parameters of the Access Build will be exceeded, Infin8green Telecoms shall be entitled to charge an increased cost based on labour and materials.

5. DELIVERY AND INSTALLATION

5.1 Subject to the result of the feasibility process and payment of any Access Build (where applicable), Infin8green shall deliver the CPE required for the provision of the Services and as specified in the Application form, to the Customer Premises against payment of the Charges and deposit, if any, as set out in the Application form.

5.2 Infin8green Telecoms will use its reasonable endeavours to comply with the installation date requested by the Customer. However, the Customer acknowledges that this will depend on the availability of the Services, service providers and Contractors and Infin8green Telecoms gives no undertaking that it will meet any requested installation date. Infin8green Telecoms will not be liable in any manner to the Customer for any loss arising from any delay in the provision of the Services or the supply of CPE or any failure of the Services or CPE, whether arising from an Event of Force Majeure or from any other reason whatsoever.

5.3 The Customer shall, at its own cost and expense, be responsible for:

5.3.1 ensuring that the communication services and facilities, including, without limitation, installation areas, electrical outlets, are suitable for the installation, passage and electrical connection of the equipment and Services when they are delivered for installation and thereafter. Where any device or equipment is required which is not provided by Infin8green Telecoms, the Customer shall be responsible for installing it at its own cost, risk and expense. Only devices and equipment which are approved by the Authority and which have all the technical and operational characteristics and modifications which have been approved by Infin8green Telecoms may be used in conjunction with the Services and the CPE; and

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- 5.3.2 obtaining all the necessary permissions, approvals and authorities necessary for the purposes of the supply and installation of the equipment and Services, including permission from the owner of the Customer Premises where the Customer is not the owner. THE CUSTOMER HEREBY INDEMNIFIES INFIN8GREEN TELECOMS AGAINST ANY LIABILITY OR COSTS WHICH INFIN8GREEN TELECOMS MAY INCUR BECAUSE OF THE CUSTOMER'S FAILURE TO OBTAIN ANY APPROVAL OR PERMISSION.
- 5.4 After installation acceptance, any subsequent callout will be subject to a callout fee.
- 5.5 Unless the Customer advises Infin8green Telecoms of any problems with the installation or the Services within 5 Business Days from the time of Activation, the Customer shall be deemed to have accepted that the Services work, as intended.

6. USE OF THE EQUIPMENT

- 6.1 The Customer acknowledges that the CPE are and remain the property of Metrofibre Network and shall use the CPE only for the purpose for which it is intended and in accordance with any laws or regulations.
- 6.2 Should the Customer not be the owner of the Customer Premises, the Customer shall notify the owner of the Customer Premises of Infin8green Telecoms ownership of the CPE.
- 6.3 Upon delivery to the Customer, or collection by the Customer, of the CPE, risk in respect of the CPE, but not ownership thereof, shall pass to the Customer who shall ensure that:
- 6.3.1 the CPE is kept in the Customer's possession and control in the Customer Premises, and protected against any material loss or damage and free from any attachment, lien, hypothec or other encumbrance;
- 6.3.2 the CPE is used with due care and diligence. The Customer specifically acknowledges that the fly-lead is extremely fragile and may not be bent, tightly coiled or manhandled;
- 6.3.3 should the Customer move from the Customer's Premises, the CPE, shall be returned to Infin8green Telecoms or collected by Infin8green Telecoms, if so elected, by Infin8green Telecoms. In the event that the CPE is to be collected by Infin8green Telecoms, the Customer undertakes to inform the new owner or tenant of the Customer's Premises that Infin8green Telecoms owns the CPE. Notwithstanding the relocation of the Customer from the Customer's Premises, the Customer remains responsible for the safekeeping of the CPE until the CPE is returned to Infin8green Telecoms or collected by Infin8green Telecoms, as the case may be.
- 6.4 In the event of theft of or loss or damage to the CPE, the Customer shall immediately inform Infin8green Telecoms thereof in writing. The Customer shall be solely responsible for the cost of repairing or replacing the CPE .



- 6.5 The Customer shall ensure that the CPE remains at the Customer's Premises. Only Metrofibre is allowed to relocate the CPE. The Customer will be charged a relocation fee if relocation is requested by the Customer after having accepted the Service.
- 6.6 Infin8green Telecoms may, at any time during the Agreement, reconfigure, upgrade or exchange any part of the CPE should Infin8green Telecoms, in its sole discretion, deem it necessary to do so in order to meet its obligation to provide the Services. Infin8green Telecoms shall not be obliged to undertake any upgrades of the CPE unless it deems it necessary in its sole discretion, to do so.

7. USE OF SERVICE

- 7.1 The Customer warrants and undertakes in favour of Infin8green Telecoms, that the Customer:
- 7.1.1 shall not use or permit the Service to be used for improper or unlawful purposes;
 - 7.1.2 shall not use the Service to cause any harm or physical damage Infin8green Telecoms CPE or network or to any third-party network or Network Operator;
 - 7.1.3 shall not resell capacity arising from the Service;
 - 7.1.4 shall comply with relevant legislation, including any regulations by the Authority or other legislative bodies, and any directives or instructions from Infin8green Telecoms, including Infin8green Telecoms Acceptable Fair Use and Access Policy, annexed hereto and available on Infin8green Telecoms website, relating to the use of the CPE or the Service;
 - 7.1.5 acknowledges that the Service is not designed nor intended for business use.
- 7.2 THE CUSTOMER WARRANTS AND REPRESENTS TO INFIN8GREEN TELECOMS THAT HE/SHE SHALL USE THE SERVICE IN TERMS OF CLAUSE 7.1 AND SHALL FULLY INDEMNIFY INFIN8GREEN TELECOMS AGAINST ANY THIRD PARTY CLAIM RESULTING FROM ANY DAMAGE CAUSED TO A THIRD PARTY NETWORK (WHETHER PHYSICAL DAMAGE AND/OR DAMAGE TO THE LOGICAL BASIS OF THE NETWORK) AND AGAINST ANY BREACH BY THE CUSTOMER OF THE PROVISIONS OF CLAUSE 7.1.

8. FEES AND PAYMENT

- 8.1 The Use Charges for the Services are payable in advance unless otherwise specifically agreed in the Application form and the Customer shall make payment within 7 (seven) days from the date of invoice, into the bank account of Infin8green Telecoms for this purpose, in full, without deduction or set-off and free of bank charges:
- 8.1.1 for the supply and delivery of Services, irrespective of whether or not the Service is used;
 - 8.1.2 THE CUSTOMER SHALL BE LIABLE FOR THE APPLICABLE REACTIVATION CHARGES TO RESTORE ANY SERVICES SUSPENDED DUE TO NON-PAYMENT OR LATE PAYMENT OF CHARGES THAT ARE DUE AND PAYABLE IN TERMS OF THIS AGREEMENT.



- 8.1.3 *Accounts which are not settled in full by the 1 of the month will result in automatic suspension of your Fibre Data plan, and can only be reinstated within 24 Working hours on receipt of Proof of payment (unsuspension of line carries a penalty of R50)*
- 8.1.4 *Infin8green Telecoms reserves the right to suspend your line for late/non payment. Whilst your line is suspended you are still liable for all outstanding premiums and costs incurred as the term goes by.*
- 8.1.5 *All cash deposits carry an additional fee of R40 due to bank charges incurred by Infin8green Telecoms.*
- 8.1.6 *EFT paying clients are required to provide a 1 month bank statement.*
- 8.1.7 *EFT paying clients will be required to pay an additional months premium in advance as per the plan which they selected.*
- 8.2 Infin8green Telecoms shall be entitled to change the fees payable by the Customer upon 30 (thirty) days' notice.
- 8.3 THE CUSTOMER ACCEPTS AND AGREES THAT SHOULD THE CPE NOT BE RETURNED TO INFIN8GREEN TELECOMS OR COLLECTED BY INFIN8GREEN TELECOMS, AS THE CASE MAY BE, WITHIN 14 DAYS OF THE TERMINATION DATE, INFIN8GREEN TELECOMS WILL CHARGE THE CUSTOMER FOR THE REPLACEMENT COST OF THE CPE AND THE CUSTOMER WILL LIABLE FOR SUCH PAYMENT. THE COST OF THE CPE MAY BE AN AMOUNT OF UP TO R 2 200 (TWO THOUSAND TWO HUNDRED RAND), DEPENDING ON THE SPECIFIC CPE DEPLOYED AT THE CUSTOMER'S PREMISES. IN THE EVENT THAT THE CUSTOMER PAYS FOR THE SERVICES VIA DEBIT ORDER, THE CUSTOMER HEREBY AGREES THAT INFIN8GREEN TELECOMS MAY DEBIT THE CUSTOMER'S ACCOUNT IN AN AMOUNT EQUIVALENT TO THE VALUE OF THE UNRETURNED CPE. THE CUSTOMER CAN CONTACT INFIN8GREEN TELECOMS ON 011 202 5056 TO ASCERTAIN THE PURCHASE PRICE OF THE CPE.
- 8.4 A certificate signed by any director of Infin8green Telecoms shall be prima facie proof of the amount owing by the Customer for the purposes of obtaining provisional sentence or summary judgment. The burden of proof should the Customer dispute the correctness of such signed certificate, shall rest with the Customer.

9. SUSPENSION OF SERVICES

- 9.1 Infin8green Telecoms may, upon notice to the Customer, suspend the Customer's full use of Services, if the Customer fails to perform any obligation under this Agreement or breaches any term of this Agreement.
- 9.2 BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION IN ACCORDANCE WITH CLAUSE 9.1.
- 9.3 Should the Customer's failure to meet obligations in terms of this Agreement continue for longer than 30 (Thirty) days, Infin8green Telecoms reserves the right to terminate this Agreement without any further notice to the Customer.

10. CANCELLATION AS A RESULT OF IMPOSSIBILITY OF PERFORMANCE

- 10.1 If any Party is restricted or prevented from carrying out any or all of its obligations as a result of an Event of Force Majeure, unpredictable delays caused by traffic congestion, diversion or road works, or any other event or circumstance giving rise to impossibility or performance delay by either Party, then that Party will be relieved of its affected obligations during the period that such event continues and will not be liable for any costs or damages arising from such delay or the failure in performance of any obligations as a result of such event.
- 10.2 If the event in 10.1 continues for a period of more than 30 (thirty) days, either Party may cancel this Agreement with immediate effect by written notice to the other Party.

11. OBLIGATIONS ON TERMINATION

- 11.1 The Customer remains responsible for all amounts due in terms of the Agreement up until the date of termination, together with any costs or expenses relating to the termination of the Agreement and the cancellation of the Services, including, but not limited to the replacement cost of any Product and/or CPE which Infin8green Telecoms is unable to recover for any reason.
- 11.2 Infin8green Telecoms is entitled to immediately deactivate the Services on the date of termination or cancellation and shall have no further obligation to the Customer after such termination or cancellation of this Agreement.
- 11.3 The Customer has the option to either return the CPE to Infin8green Telecoms at his/her cost or purchase the CPE from Infin8green Telecoms, upon termination of this Agreement. A Customer who elects to return the CPE upon termination, should return it to Infin8green Telecoms at the physical address or to such other locations as may be determined by Infin8green Telecoms from to time. A Customer who wishes to purchase the CPE or who wishes to enquire about any other locations where a CPE may be returned, can contact Infin8green Telecoms on 011 202 5050 or accounts@infin8green.com to determine the purchase price of the CPE or alternate locations to which the CPE may be returned. as the case may be. SHOULD THE CPE NOT BE RETURNED TO INFIN8GREEN TELECOMS BY THE CUSTOMER OR COLLECTED BY INFIN8GREEN TELECOMS, AS THE CASE MAY BE, WITHIN 14 DAYS AFTER TERMINATION OF THIS AGREEMENT, THE CUSTOMER MAY BE DEEMED TO HAVE PURCHASED THE CPE AND THE CUSTOMER'S ACCOUNT MAY BE DEBITED FOR AN AMOUNT EQUIVALENT TO THE VALUE OF THE UNRETURNED CPE. WHERE THE CUSTOMER CHOOSES TO RETURN THE CPE, THE CUSTOMER SHOULD CONTACT INFIN8GREEN TELECOMS FOR GUIDANCE ON HOW TO SAFELY REMOVE THE CPE WITHOUT DAMAGING THE CPE. SAVE FOR FAIR WEAR AND TEAR, THE CUSTOMER WILL BE LIABLE TO INFIN8GREEN TELECOMS FOR ANY DAMAGE CAUSED TO THE RETURNED CPE THAT AFFECTS THE USABILTY OF SUCH CPE.
- 11.4 In the event that Infin8green Telecoms in its sole and unfettered discretion, elects to collect the CPE from the Customer's Premises, the Customer shall grant reasonable access to Infin8green Telecoms, or shall ensure that suitable access is granted, to enable Infin8green Telecoms to remove the CPE or any other equipment related thereto from the Premises.



12. GUARANTEES, EXCLUSION AND LIMITATION OF LIABILITY

- 12.1 IT IS SPECIFICALLY AGREED THAT INFIN8GREEN TELECOMS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY THE CUSTOMER BECAUSE OF:
- 12.1.1 THE SERVICES BEING INTERRUPTED, SUSPENDED OR TERMINATED FOR WHATSOEVER REASON; OR
 - 12.1.2 COMMUNICATIONS TO OR FROM THE CUSTOMER NOT BEING SENT AND/OR RECEIVED AT ALL OR ON TIME FOR ANY REASON WHATSOEVER (AND INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA); OR
 - 12.1.3 THE CUSTOMER USING THE SERVICES FOR ILLEGAL OR IMPROPER PURPOSES OR CAUSING DAMAGE TO ANY NETWORK SERVICE OR NETWORK PROVIDER.

13. CESSION, ASSIGNMENT AND SUB-CONTRACTING

- 13.1 The Customer may not cede or assign any of its rights or obligations under this Agreement, nor transfer the CPE or any part thereof to any third party or permit any third party to use the CPE or any part thereof without Infin8green Telecoms prior written consent.
- 13.2 Infin8green Telecoms shall be entitled to cede and/or assign any of its rights or obligation under the Agreement or to appoint Contractors to carry out any of its obligations under the Agreement, without consent from the Customer.

14. DOMICILIA AND NOTICES

- 14.1 The Parties select as their respective *domicilia citandi et executandi*, and for the purposes of giving or sending any notice or communication provided for or required in terms of this Agreement, the addresses (including email addresses) as set out below:

Infin8green Telecoms:

Physical Address:

Carlswald, Midrand, Gauteng, South Africa info@infin8green.com

The Customer: As per the Order Form.

- 14.2 The physical or residential address and the e-mail address specified in the Application form will be utilised to contact the Customer. The Customer must notify Infin8green Telecoms in writing of any change in any one or more of its details set out in the Order Form within 7 days of any such change taking effect.
- 14.3 Infin8green Telecoms may change its domicilium address by updating its domicilium details on www.infin8green.com.
- 14.4 Any notice required or permitted to be given in terms of this Agreement shall be given in writing and shall be delivered by hand to the physical domicilium address of the other Party or sent via e-mail to the chosen e-mail address.
- 14.5 Notwithstanding anything to the contrary in this clause, a written notice or communication actually received by any Party, shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.



15. DISCLOSURE

- 15.1 THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED IN THE ORDER FORM OR ELSEWHERE RELATING TO THIS AGREEMENT, IS TRUE, CORRECT AND COMPLETE AND THE CUSTOMER INDEMNIFIES INFIN8GREEN TELECOMS AGAINST ANY CLAIM THAT MAY ARISE AS A RESULT OF A BREACH OF THIS WARRANTY.
- 15.2 THE CUSTOMER AUTHORISES INFIN8GREEN TELECOMS TO MAKE GENERAL CREDIT REFERENCE ENQUIRIES ABOUT THE CUSTOMER AND TO DISCLOSE ANY INFORMATION, WHICH HAS BEEN SUPPLIED, OR ANY INFORMATION RELATING TO THE CUSTOMER'S ACCOUNT TO ANY REGISTERED CREDIT BUREAU.
- 15.3 INFIN8GREEN TELECOMS SHALL FURTHER BE ENTITLED TO DISCLOSE ANY INFORMATION OF THE CUSTOMER TO ENABLE THE PROVISION OF EMERGENCY SERVICES, DIRECTORY OR REPAIR SERVICES TO THE CUSTOMER AND FOR ANY PURPOSE FOR WHICH SUCH INFORMATION IS REQUIRED IN LAW.
- 15.4 Infin8green Telecoms undertakes not to disclose any of the Customer's information for any purpose, except as provided for in this clause or as agreed to elsewhere in this Agreement or in writing by the Customer.

16. PERSONAL INFORMATION

- 16.1 the customer acknowledges that Infin8green Telecoms and its respective contractors and partners will, by virtue of the provision of services, come into possession of the customer's personal information.
- 16.2 The Customer acknowledges that Infin8green Telecoms and its respective Contractors may use or
Process Personal Information:



- 16.2.1 in connection with the delivery and provision of Services;
- 16.2.2 to incorporate Personal Information into databases controlled by Infin8green Telecoms for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention.
- 16.3 Infin8green Telecoms undertakes that it shall comply with all provisions of POPIA relating to the Processing of Customer Personal Information and shall only Process Personal Information for purposes relating directly to this Agreement and the rendering of Services to the Customer in terms hereof.
- 16.4 THE CUSTOMER CONSENTS AND AGREES TO THE USE AND PROCESSING OF PERSONAL INFORMATION BY INFIN8GREEN TELECOMS, ITS PARTNERS AND ASSOCIATED CONTRACTORS, AS CONTEMPLATED IN THIS CLAUSE 16.216. THE CUSTOMER CONSENTS TO INFIN8GREEN TELECOMS USING CLOUD-BASED COMPUTER STORAGE FACILITIES TO STORE PERSONAL INFORMATION AND FURTHER CONSENTS TO THE STORAGE OF HIS/HER DATA OUTSIDE OF THE BORDERS OF THE REPUBLIC OF SOUTH AFRICA, TO THE EXTENT REQUIRED AND AS MAY BE APPLICABLE.

17. GENERAL

- 17.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and no Party shall be bound to any express or implied term nor to any representation or warranty nor to any extension, relaxation or waiver of any provision hereof, unless reduced to writing and agreed to by the Parties. Any such extension, relaxation or waiver will be strictly interpreted as applying only to the matter in respect of which it is made or given.
- 17.2 The Customer acknowledges that Infin8green Telecoms seeks, on an on-going basis, to improve the services that it offers to its Customers. This, together with other changes which may be required as a result of legislation or regulation or arising from the environment in which Infin8green Telecoms operates, may require Infin8green Telecoms to amend the terms and conditions of this Agreement from time to time. ANY REVISED OR UPDATED VERSION OF THIS AGREEMENT WILL BE AVAILABLE ON INFIN8GREEN TELECOMS WEBSITE AT www.infin8green.com AND NO NOTIFICATION OF SUCH AMENDMENT WILL BE PROVIDED TO THE CUSTOMER. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT HE/SHE HAS THE LATEST VERSION OF THIS AGREEMENT. SHOULD THE CUSTOMER NOT BE COMFORTABLE WITH ANY REVISIONS TO THIS AGREEMENT, THE CUSTOMER MAY TERMINATE THE AGREEMENT AT ANY TIME BY GIVING 30 (THIRTY) CALENDAR DAYS' NOTICE IN WRITING TO INFIN8GREEN TELECOMS.
- 17.3 If any part of this Agreement is found to be invalid, the balance of the provisions shall remain enforceable. The rule that, in the case of any ambiguity in an agreement, the agreement shall be



interpreted against the party responsible for the preparation thereof, shall not apply to this Agreement.

- 17.4 This Agreement shall be subject to and shall be governed by the laws of the Republic of South Africa.
- 17.5 THE CUSTOMER AGREES, IN ACCORDANCE WITH THE PROVISIONS OF THE MAGISTRATES COURT ACT OF 1944, AS AMENDED FROM TIME TO TIME, TO THE JURISDICTION OF THE MAGISTRATES COURT HAVING JURISDICTION OVER ITS PERSON IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE CUSTOMER IN TERMS OF OR ARISING OUT OF THIS AGREEMENT.
- 17.6 Dispute resolution and escalation:
- 17.6.1 Subject to clause 17.6.2 below, the Customer shall be entitled to refer any dispute between itself and Infin8green Telecoms regarding the installation and/or accessibility of Services to the Authority or to refer any matter to any other regulatory body having jurisdiction in respect thereof.
- 17.6.2 However, the Customer shall first exhaust Infin8green Telecoms internal escalation route for dispute resolution and fault reporting before escalating any such matter to the Authority or other regulatory body having jurisdiction.
- 17.6.3 The Customer shall refrain from attacking Infin8green Telecoms or its Contractors on any Social Media Platforms for delays in installation and/or Service interruption repairs, without first following the escalation routes and remedies stated above. Failure to comply with this clause shall entitle Infin8green Telecoms to cancel the Agreement without any further notice to the Customer. Infin8green Telecoms furthermore reserves the right to take legal action for slander/defamation against the Customer for any untrue statements made on Social Media in addition to cancelling the Agreement as aforementioned.

ANNEXURE 1 TO FTTH STANDARD TERMS AND CONDITIONS – SERVICE LEVEL AGREEMENT

1. OVERVIEW

This is the Service Level Agreement between Infin8green Telecoms and the Customer for the support and maintenance of the Services provided by Infin8green Telecoms to the Customer.

This SLA outlines the parameters of all Services as mutually understood by the Parties. This SLA does not supersede current processes and procedures unless explicitly stated.

This SLA forms an Annexure to Infin8green Telecoms Network Standard Terms and Conditions and shall be incorporated therein. Words and phrases defined in the Infin8green Telecoms Standard Terms and Conditions bear the same meaning in this Annexure.



2. PURPOSE AND OBJECTIVES

The purpose of the SLA is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Customer by Infin8green Telecoms.

The objectives of the SLA are to:

- provide clear reference to service ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer; and
- match perceptions of expected service provision with actual service support and delivery.

3. DURATION AND APPLICABILITY

The SLA shall commence on the date of Activation and shall remain in force for the duration of the Agreement.

The Parties agree that the SLA may be updated if circumstances dictate. Any reference to the SLA in the Agreement or in this Annexure, shall be a reference to such current version of the SLA, as amended from time to time, and available at www.Infin8green Telecoms.co.za.

4. COMMITMENT

Infin8green Telecoms is committed to providing a reliable, high quality FTTH services to the Customer.

5. INFIN8GREEN TELECOMS FTTH SERVICE LEVELS

5.1 Planned Network Availability

The Metrofibre Network FTTH GPON network is designed to provide an average availability of FTTH services of **95%** per year provided on a best effort's basis.

5.2 FTTH Service Hours

The table below indicates Infin8green Telecoms operating hours.

FTTH Customer Care Hours of Operation		
Monday – Friday		07:00 – 21:00
Saturday & Sunday		07:00 – 17:00
Public Holidays		08:00 – 14:00
FTTH Fault Reporting		
Telephonically	Monday – Friday	07:00 – 21:00
	Saturday & Sunday	07:00 – 21:00
	Public holidays	08:00 – 14:00
Physical Repairs on Customer Premises		
Monday to Saturday, subject to Customer availability, and safe work conditions		



5.3 FTTH Service Level Definitions

Service levels for the FTTH Network are divided into two levels based on the nature of the faults, with the understanding that the Service is intended solely for home use:

(i) **Serious Faults**

Serious faults are faults that cause a Customer to still be completely offline after all remote, first line diagnostics have been completed. Events of Force Majeure, Customer caused damage, as well as negligent or malicious damage by third parties, may be excluded from this service level.

(ii) **Minor Faults**

Minor faults are faults that cause service impairment in the quality of the Services. With minor faults, the Services remain connected, operational, and usable, but materially lower than the agreed quality parameters on the fibre, after all remote diagnostics have been completed. Wi-Fi issues are expressly excluded from the service levels for minor faults, due to the lack of control over Customers' Wi-Fi use and physical environments.

Service Level	Serious Faults	Minor Faults
Maximum Time To Repair	90% within 4 Business Days 10% within 6 Business Days	Within Business Days
Service Times	08:00-18:00	08:00-18:00
Days	Monday to Friday Excluding Public Holidays	Monday to Friday Excluding Public Holidays
INSTALLATIONS & ACTIVATIONS		
Installation after Order (provided the complex is live and in production)	90% within 15 Business Days 10% within 18 Business Days	
Activation (after ONT has been installed and provided the complex is live and in production)	90% within 4 Business Days 10% within 8 Business Days	



5.4 FTTH Contact Details

Support

E-mail: Support@infin8green.com

Finance / Accounts:

Email: accounts@infin8green.com

Sales:

Email: sales@infin8green.com

E-mails to these addresses will be responded to within three Business Days.

The Infin8green Telecoms FTTH Service is a best effort service which means the potential speed that can be obtained will depend on the overall load on the line and the speeds achieved via third party networks.

Infin8green Telecoms does not give any guarantees with regards to the availability, quality, speed and consistency of the Wi-Fi performance of the CPE.

6. REPAIRS AND MAINTENANCE

- 6.1 Scheduled maintenance of the Metrofibre network, or any portion thereof, will not normally result in Service interruption or outage. Infin8green Telecoms will exercise commercially reasonable efforts to provide the Customer with prior notice of scheduled maintenance that requires a service interruption or outage.
- 6.2 Infin8green Telecoms will arrange for any necessary repairs arising in terms of this Agreement. Unless specifically otherwise provided in the Agreement, Infin8green Telecoms will be responsible for the costs of any repairs arising from faults in Infin8green Telecoms equipment, except where such fault was due to Customer activity or negligence, which costs shall be for the Customer's account.
- 6.3 Should a fault be on Customer's own equipment, or as a result of Customer's equipment connected to the ONT, a call-out fee may be charged.

ANNEXURE 2 TO FTTH STANDARD TERMS AND CONDITIONS - INFIN8GREEN TELECOMS ACCEPTABLE FAIR USE AND ACCESS POLICY

1. PURPOSE

- 1.1 This policy serves to define the accepted behaviour of users on Infin8green Telecoms data service.
- 1.2 The policy is intended to allow Infin8green Telecoms to:



- 1.2.1 maintain the integrity and quality of its service;
- 1.2.2 protect its Customers and infrastructure from abuse;
- 1.2.3 adhere to current laws and regulations governing organisations and service providers in the Republic of South Africa;
- 1.2.4 co-exist with the global internet community as a responsible service provider.

2. THE NETWORK

- 2.1 The Customer acknowledges that Infin8green Telecoms is unable to exercise control over the data passing over the infrastructure and the Internet including, but not limited to, any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Infin8green Telecoms is not responsible for data transmitted over its infrastructure.
- 2.2 The infrastructure may be used to link into other networks worldwide and the Customer agrees to abide by the acceptable use policies of these networks.
- 2.3 The Customer is prohibited from obtaining, disseminating or facilitating any unlawful materials over the Infin8green Telecoms network including, but not limited to:
 - 2.3.1 copying or dealing in intellectual property without authorisation.
 - 2.3.2 child pornography.
 - 2.3.3 any unlawful hate-speech materials; and/ or
 - 2.3.4 facilitation or funding of terrorist activities.
- 2.4 In order to ensure that all Customers have fair and equal use of the Service and to protect the integrity of the network, Infin8green Telecoms reserves the right, and will take whatever steps Infin8green Telecoms deems necessary, to prevent improper or excessive usage of the Service. These steps may include but are not limited to:
 - 2.4.1 any action required to prevent prohibited usage (whether intended or unintended) i.e., actions to prevent the spread of viruses, worms, malicious code, *etc*;
 - 2.4.2 limiting throughput;
 - 2.4.3 preventing or limiting services through specific ports or communication protocols;
 - 2.4.4 complete termination of service to Customers who grossly abuse the network through improper or excessive usage;
 - 2.4.5 suspending the Customer's account;
 - 2.4.6 charge the offending Customer for administrative costs incurred as well as for machine and human time lost due to the incident;
 - 2.4.7 implement appropriate mechanisms in order to prevent usage patterns that violate this policy; and/or
 - 2.4.8 share information concerning the incident with other Internet access providers or publish the information and/or make available the Customer's details to law enforcement agencies.

3. SYSTEM AND NETWORK SECURITY

- 3.1 Any reference to systems and networks under this section refer to all systems and networks to which the Customer is granted access through Infin8green Telecoms, including, but not limited to, the infrastructure of Infin8green Telecoms itself and the Internet.



- 3.2 The Customer may not circumvent user authentication or security of any host, device, network or account (referred to as “hacking” or “cracking”), nor interfere with service to any user, host, device or network (referred to as “denial of service attacks”). The host, device, network or account shall also not be used for any illegal purpose, including phishing.
- 3.3 Violations of system or network security by the Customer are prohibited and may result in civil or criminal liability. Infin8green Telecoms will investigate incidents involving any violation or suspected violation and shall involve and co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
- 3.3.1 unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach any security or authentication measures without the express authorisation of Infin8green Telecoms;
- 3.3.2 unauthorised monitoring of data or traffic on the network or systems without the express authorisation of Infin8green Telecoms;
- 3.3.3 interference with service to any user, device, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; and
- 3.3.4 forging of any TCP-IP packet header (spoofing) or any part of the header information in an e-mail or a newsgroup posting.

4. INTERCEPTION

The Customer acknowledges that Infin8green Telecoms is lawfully required to intercept communications in accordance with the provisions of the Regulation of Interception and Provision of Communication-Related Information Act 70 of 2002. Any interception of communications shall be strictly in accordance with the provisions of the said Act.

5. GENERAL

- 5.1 This policy forms part of Infin8green Telecoms standard terms and conditions in respect of any of Infin8green Telecoms Services and the usage of any Infin8green Telecoms Service shall be subject to this Annexure 2.
- 5.2 Any cases pertaining to violation of this Acceptable Fair Use and Access Policy, must be reported to info@infin8green.com
- 5.3 If the conclusion of these Terms and Conditions is as a result of direct marketing, the Customer has the right to terminate these Terms and Conditions without reason or penalty within 5 Business Days of the later of the date upon which these Terms and Conditions was entered into or the date on which any ONT or TP was delivered to the Customer.



BILLING AND PAYMENT

6.1. The Customer shall select any one of Infin8green Telecoms data packages on the Application form.

Please Note

- All cancellations require **30 days email notice**.
- ALL payments are required/collected in advance and NOT Arrears.
- **Accounts which are not settled in full** by the 8 April will result in **automatic suspension** of your Fibre Data plan, and can only be **reinstated within 24 Working hours** on receipt of Proof of payment (unsuspension of line carries a penalty of R50)
- Infin8green Telecoms reserves the right to suspend your line for late/non-payment. Whilst your line is **suspended** you are still **liable for all outstanding premiums and costs incurred as the term goes by**.
- For **early termination** of a **contract**, there will be **penalties charged** in line with the CPA and our T&Cs.
- All **cash deposits** carry an **additional fee of R40** due to bank charges incurred by Infin8green Telecoms.
- **EFT paying clients** are required to provide a **1-month bank statement**.

7. SUSPENSION AND TERMINATION OF SERVICES

- 7.1. Each VOIP Service package, whether bundled or unbundled, contains an automatic limit or cap of R3 000 (three thousand Rand) per month (or such other cap as may be determined in the Order Form) to protect the Customer against unlawful and unauthorised usage of the VOIP Service. However, the Customer may elect an alternate higher or lower limit or cap. ON REACHING THE AUTOMATIC CAP OR CUSTOMER ELECTED CAP, INFIN8GREEN TELECOMS SHALL BE ENTITLED TO SUSPEND THE VOIP SERVICE UNTIL SUCH TIME AS IT HAS CONFIRMED USAGE AND FEES WITH THE CUSTOMER. SHOULD CUSTOMER NOT SELECT A LIMIT OR CAP, CUSTOMER AGREES TO BE LIABLE FOR ALL VOIP USAGE HOWSOEVER ARISING.
- 7.2. Infin8green Telecoms may, upon notice to the Customer, suspend the Customer's full use of the VOIP Services, if the Customer fails to perform any obligation under these Terms and Conditions or breaches any term of these Terms and Conditions or of Agreement.
- 7.3. BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION.
- 7.4. SHOULD THE CUSTOMER'S FAILURE TO MEET OBLIGATIONS IN TERMS OF THESE TERMS AND CONDITIONS CONTINUE FOR LONGER THAN 60 (SIXTY) 60 DAYS, INFIN8GREEN TELECOMS RESERVES THE RIGHT TO TERMINATE THESE TERMS AND CONDITIONS AND ANY ASSOCIATED FTTH SERVICE OBTAINED UNDER THE AGREEMENT WITHOUT ANY FURTHER NOTICE TO THE CUSTOMER.



8. CANCELLATION AS A RESULT OF IMPOSSIBILITY OF PERFORMANCE

- 8.1. If any Party is restricted or prevented from carrying out any or all of its obligations as a result of an Event of Force Majeure, unpredictable delays caused by traffic congestion, diversion or road works, or any other event or circumstance giving rise to impossibility or performance delay by either Party, then that Party will be relieved of its affected obligations during the period that such event continues and will not be liable for any costs or damages arising from such delay or the failure in performance of any obligations, as a result of such event.
- 8.2. If the event in 8.1 continues for a period more than 30 (thirty) days, either Party may cancel this

9. LIMITATION OF LIABILITY

- 9.1. IT IS SPECIFICALLY AGREED THAT INFIN8GREEN TELECOMS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY THE CUSTOMER RELATING TO THE UNAVAILABILITY (TEMPORARY OR OTHERWISE) OF FTTH NETWORK DUE TO NETWORK MALFUNCTION AND /OR FAILURE OF ANY THIRD-PARTY NETWORK ON WHICH THE FTTH NETWORK IS DEPENDENT, OR FOR ANY OTHER REASON WHATSOEVER.
- 9.2. Service credits (as detailed and provided for in the FTTH Terms and Conditions) shall not apply to VOIP Services.
- 9.3. WHILE INFIN8GREEN TELECOMS SHALL MAKE EVERY EFFORT TO ASSIST CUSTOMER IN THE PORTING OF GEOGRAPHIC NUMBERS FROM OTHER SERVICE PROVIDERS, INFIN8GREEN TELECOMS SHALL NOT BE LIABLE FOR ANY LOSS OF SERVICE OR INCOME AS A DIRECT OR INDIRECT RESULT OF SUCH PORTING.

10. DOMICILIA AND NOTICES

As per the FTTH Terms and Conditions for Infin8green Telecoms. As per the Order Form for Customer.

11. DISCLOSURE

- 11.1. THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED IN THE ORDER FORM OR ELSEWHERE RELATING TO THESE TERMS AND CONDITIONS, IS TRUE, CORRECT AND COMPLETE AND THE CUSTOMER INDEMNIFIES INFIN8GREEN TELECOMS AGAINST ANY CLAIM THAT MAY ARISE AS A RESULT OF A BREACH OF THIS WARRANTY.
- 11.2. THE CUSTOMER AUTHORISES INFIN8GREEN TELECOMS TO MAKE GENERAL CREDIT REFERENCE ENQUIRIES ABOUT THE CUSTOMER AND TO DISCLOSE ANY INFORMATION, WHICH HAS BEEN



SUPPLIED, OR ANY INFORMATION RELATING TO THE CUSTOMER'S ACCOUNT TO ANY REGISTERED CREDIT BUREAU.

- 11.3. INFIN8GREEN TELECOMS SHALL FURTHER BE ENTITLED TO DISCLOSE ANY INFORMATION OF THE CUSTOMER TO ENABLE THE PROVISION OF EMERGENCY SERVICES, DIRECTORY OR REPAIR SERVICES TO THE CUSTOMER AND FOR ANY PURPOSE FOR WHICH SUCH INFORMATION IS REQUIRED IN LAW.
- 11.4. Infin8green Telecoms undertakes not to disclose any of the Customer's information for any purpose, except as provided for in this clause or as agreed to elsewhere in this Agreement or in writing by the Customer.