

IS IGNITE TERMS AND CONDITIONS – IGNITE FIBRE

PLEASE NOTE: These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

1. Definitions

- 1.1. **“The Act”** means the Electronic Communications Act 36 of 2005, as amended from time to time, and any regulations, as may be amended or replaced from time to time.
- 1.2. **“Agreement”** means the Installation Application Form and these terms and conditions which will apply to the Customer.
- 1.3. **“Authority”** means the Independent Communications Authority of South Africa established in terms of section 3 of the Independent Communications Authority of South Africa Act, 2000 and its successors who govern and oversee the telecommunications and electronic communications industry;
- 1.4. **“Business Day”** means Monday to Friday excluding any public holiday as defined under the Public Holiday Act, 36 of 1994
- 1.5. **“Commencement date”** means the date when IS IGNITE has processed the Installation Application Form and notified the Customer that it has agreed to provide the Customer with the IS Fibre Line and where applicable the CPE;
- 1.6. **“Connection Fees”** means the once off fees which are payable by the Service Provider from time to time to IS IGNITE in respect of all fees and charges levied by IS IGNITE to the Service Provider attributable to the connection of the Customer to the IS IGNITE Network.
- 1.7. **“CPA”** means the Consumer Protection Act, 68 of 2008, as amended and any regulations published in terms thereof, as amended or replaced from time to time;
- 1.8. **“CPE”** means the Consumer Premises Equipment and associated fibre cable (including software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it, which meets the requirements of the Services selected by Customer in the Application Form, and which CPE is provided by and owned by IS IGNITE;
- 1.9. **“Customer”** means the person who has applied for and who IS IGNITE has agreed to provide the Fibre Line and CPE, where applicable, and who will be liable for the payment of the Installation Fees and for compliance with the Agreement.
- 1.10. **“Device”** means any equipment used by Customers to connect to the CPE, to access, use or receive electronic communications services as defined in section 1 of the Act.
- 1.11. **“ECS”** means any system of electronic communications facilities (as defined under section 1 of the Act, including without limitation satellite systems; fixed systems (circuit- and packet-switched); mobile systems; fibre optic cables (undersea and land-based); electricity cable systems (to the extent used for electronic communications services); and other transmission systems, used for conveyance of electronic communications;
- 1.12. **“ECNS”** means a service as defined under section 1 of the Act, whereby a person makes available an electronic communications network, whether by sale, lease or otherwise, for that person's own use for the provision of an electronic communications service or broadcasting service; to another person for that other person's use in the provision of an electronic communications service or broadcasting service; or for resale to an electronic communications service licensee, broadcasting service licensee or any other service contemplated in the Act, and 'network services' is construed accordingly;
- 1.13. **“Fibre Line”** means a single Fibre Line provided by IS IGNITE to the Customer which is a open, secure, high quality fibre connection between the Customer and IS IGNITE's infrastructure over a fibre transmission network to provide the IS IGNITE Services and shall include any software, hardware, cables, connectors, programmes, interfaces, associated media, printed materials, and/or on-line or electronic documentation associated with it;
- 1.14. **“Installation”** means the physical act and labour of providing a Fibre Line and CPE to the Customer's premise, and includes all physical work and materials required such as trenching, reticulation, splicing, termination and mounting of the CPE.

- 1.15. **“Installation Application Form”** means the agreement signed by Customer which authorizes IS IGNITE to install, manage and maintain the IS Fibre Line and CPE at the Customer’s premises subject to the terms and conditions set out herein.
- 1.16. **“Installation Date”** means the appointment date on which the Installation is booked to take place and /or the date the Installation is completed whichever is later.
- 1.17. **“Installation Fees”** means the once-off fees which are payable to IS IGNITE by the Customer for the installation of the IS Fibre Line.
- 1.18. **“No Show” Cancellation fee** means the once off cancellation fee payable from the customer to IS IGNITE in the event that the Customer is not available for the “Installation”.
- 1.19. **“Office Hours”** means Monday to Friday from 08:00 to 17:00, Saturday 09:00 to 13:00 excluding any public holiday as defined under the Public Holiday Act, 36 of 1994.
- 1.20. **“Parties”** means collectively, IS IGNITE and the Customer;
- 1.21. **“Personal Data”** means all personal details conveyed to IS IGNITE by the Customer such as his/her identity, whereabouts, credit levels, financial status, earning capabilities, family members, likes, preferences and dislikes, which are required in order to process the application
- 1.22. **“RICA”** means the Regulation of Interception of Communication and Provision of Communication Regulated Information Act 70 of 2002, as amended/replaced from time to time, and its related provisions, which apply to IS IGNITE and to the Customer;
- 1.23. **“Service Fees”** means the fees payable which are payable by the Service Provider from time to time to IS IGNITE in respect of all fees and charges levied by IS IGNITE to the Service Provider attributable to the use of the IS Fibre Line and IS IGNITE Network.
- 1.24. **“Service Level Agreements”** means the service level agreement entered into between IS IGNITE and the Service Provider.
- 1.25. **“Service Provider”** means any IS IGNITE approved ECS and or ECNS licensed entity entitled to provide its services to the Customer over the IS IGNITE Network.
- 1.26. **“IS”** means Internet Solutions, a division of Dimension Data Proprietary Limited, company registration number 1987/006597/07, a private company incorporated in terms of the laws of the Republic of South Africa;
- 1.27. **“IS IGNITE Network”** means the electronic communications network, the Fibre Lines and CPEs used by IS to render electronic communications services to Service Providers to provide their respective services to the Customer.
- 1.28. **“IS IGNITE Services”** means any of the services available and supplied by Service Providers on the IS Network to the Customer, which the Customer may elect to purchase and use, and for which the Customer required a Fibre Line and CPE.
- 1.29. **“calendar month”** means the period from the 1st day of a month to the last day of that month;
- 1.30. **“Coverage Area”** means the coverage area in South Africa within which IS IGNITE is providing the service, as it may be notified at any specific time;
- 1.31. **“Customers”** shall mean customers to be acquired by the Operator for the provision of Services in terms of this Service Schedule;
- 1.32. **“GB”** means gigabytes;
- 1.33. **“R” or “Rand”** means the lawful currency of South Africa;
- 1.34. **“Network Capacity”** means the number of customers or the amount of data that can be delivered to customers in a specific area defined within the Coverage Area, provided with its designated features as may be provided and modified from time to time by IS IGNITE
- 1.35. **“Services”** means the purchase and re-sale of the services packages as defined in Annexure 1;
- 1.36. **“Services Plans”** means the plans available as set out in Annexure 1 hereto;
- 1.37. **“Suspended Service”** means the service is no longer active on the network;
- 1.38. **“Terminated Service”** means the service is no longer live on the network.

2. AGREEMENT TO INSTALL THE FIBRE LINE AND CPE

2.1 The Customer accepts and agrees that the terms and conditions set out under the Agreement will become binding on it once IS IGNITE has processed the Installation Application Form and agreed to provide the Customer with the Fibre Line and the CPE.

2.2 IS IGNITE reserves the right to amend these terms and conditions from time to time. IS IGNITE will give written notice to each Consumer of such amendments and will place the amended terms and conditions on the IS IGNITE website www.ignite.co.za and file such amended terms and conditions with the Authority if necessary, which amendment will be deemed to be incorporated into the Agreement and bind the Customer from the date that the amendment has been filed with the Authority.

2.3 Where, as a result of any amendment anticipated under clause 2.2, a Customer is of the view that such amendment is to its detriment; the Customer may terminate the Agreement without penalty provided that it gives IS 30 (Thirty) Business days notice in writing of its decision to terminate the Agreement. Where a Consumer terminates the Agreement as per his rights under this clause, such termination will be without penalty, save where the Customer has been given or has purchased but not yet paid for the Fibre Line and/or the CPE. In such a case the Customer will have a legal duty and IS IGNITE will have a legal right to demand from the Customer, full payment in respect of the Fibre Line and/or CPE, less any amounts which have already been paid to IS IGNITE in respect thereof prior to such termination.

3. PERSONAL INFORMATION, RIGHTS TO PRIVACY AND RICA

3.1 IS IGNITE at any time reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied. IS IGNITE shall be entitled to provide any information relating to the Customer's account to any registered credit bureau.

3.2 The Customer warrants and represents that all information supplied by it is true, correct and complete and indemnifies and holds IS IGNITE harmless against all claims, of whatsoever nature, that arise, directly or indirectly, as a result of any incorrect information being supplied.

3.3 IS IGNITE will use the Customer's information strictly in accordance with the Regulations promulgated in terms of Section 69 of the Act and undertakes to use the Customer personal data only for the purpose for which it has been collected and undertakes that this processing will be carried out in accordance with any notice, consent or other requirement which may be required by any applicable law in force in South Africa from time to time. IS IGNITE furthermore will use the Customer's information strictly in accordance with the provisions housed under its IS IGNITE's ECNS and ECS license.

3.4 The Customer accepts that RICA applies to the Fibre Line and the CPE which the Customer has requested IS IGNITE to provide under this Agreement, and agrees that it must, where applicable, comply with the requirements of RICA, including, without generalising:

3.4.1 To provide IS IGNITE with all required Personal Data and other details which IS IGNITE is required to

obtain from the Customer, in terms of section 39 of RICA.

3.4.2 Not to transfer the Fibre Line or CPE to another person, other than a family member or dependant without providing IS IGNITE with the Personal Data and other details of the person who is taking over the Fibre Line and/or the CPE.

3.5 The Customer acknowledges and accepts that where it does not comply with these provisions that this will amount to a material breach by the Customer of this agreement which will allow IS IGNITE to cancel the agreement and to claim damages as a result of the cancellation.

3.6 The Customer also acknowledges and accepts that where it does not comply with the provisions set out under clause 3.4, that this will be a breach of RICA and this will give rise to a possible criminal charge and sanction being imposed against the Customer as per the requirements of RICA.

4. DURATION OF AGREEMENT

4.1 Notwithstanding the Installation Date, the Agreement will start on the Commencement Date and will be on either a month to month basis or for a fixed period of 12 (twelve) months, depending on the option chosen by the Customer and save for where the Agreement is terminated earlier by either of the Parties in accordance with their respective rights set out under clause 15 of the Agreement.

4.2 Where the Customer has chosen the 12 (twelve) month contract period, this period cannot be terminated prematurely and the Customer will be bound to this period. At the end of the 12 (twelve) month period, this agreement will be renewed on a month to month basis. Subject to clause 4.3 below.

4.3 In both instances as set out in clauses 4.1 and 4.2, the Customer is entitled to terminate the agreement with a 30 (thirty) day written notice to IS IGNITE, provided that for the purposes of clause 4.2, such notice can only be given after the expiry of the initial 12 (twelve) month period.

5. INSTALLATIONS OF THE FIBRE LINE AND CPE

5.1 The Customer will:

5.1.1. ensure that IS IGNITE and/or its partners are granted reasonable access to its premises at an agreed time and date for the purpose of installation of the CPE

5.1.2. not tamper with the Equipment;

5.1.3. be liable for a call out charge in cases where IS IGNITE employees or 3rd party service providers appointed by IS IGNITE are called out on site and the fault is proved not to be with the CPE and/ or due to the negligence of the Customer

5.2 A once off setup fee is payable for installation.

5.2 The CPE will at all times remain the property of IS IGNITE unless the Customer chooses a month to month contract. Ownership only passes after the 12 (twelve) months contract period has expired, where the Customer has chosen this option.

5.3 Where any other Device is required for the use of IS IGNITE Services, which is not provided by IS IGNITE, the Customer will be responsible for installing such device at its own risk, cost and expense.

5.4 IS IGNITE shall install the connections required for the use of the Fibre Line and the CPE at the Customer's premises against payment of the relevant Installation Fees as quoted by IS IGNITE.

5.5 IS IGNITE shall make reasonable endeavours to meet the Installation Date as requested by the Customer. However IS IGNITE gives no undertakings that it will be able to meet any Installation Date requested by the Customer, the Customer accepting that IS IGNITE will install the Fibre Line and CPE when it is in a position to do so, which will depend on the availability of equipment and service providers or contractors, whatever the case may be.

5.6 IS IGNITE will give the Customer notice of the Installation Date once it has received the CPE and secured the services of its IS IGNITE contractors and service providers for the purposes of installing the IS IGNITE Fibre Line and CPE.

5.7 IS IGNITE will give the Customer notice of the Installation Date once it has received the CPE and secured the services of its IS IGNITE contractors and service providers for the purposes of installing the IS Fibre Line and CPE.

5.8 If the Customer fails to make him/herself available for the Installation date and confirmed time and fails to notify IS IGNITE at least 48 hours in advance, of their unavailability, IS IGNITE reserves the right to charge a “No Show” Cancellation fee. The “No Show” Cancellation Fee will be added to the Installation invoice after the installation is completed

5.9 Only Devices that has been type approved by the Authority may be used in conjunction with the Fibre Line and CPE, and which Device must have all the technical and operational characteristics and modifications of the type that has been approved.

5.10 If the Device is modified, it may not be used in conjunction with the IS IGNITE Service until such time that the Authority has approved the modification.

5.11 IS IGNITE reserves the right to disconnect the Customer from the IS IGNITE Network and suspend or terminate the Fibre Line and CPE, where any Device that has not been approved by the authority or that has been licensed or approved but has been modified without the approval of the authority in terms of section 35 of The Act has been used in connection with the IS IGNITE Services or where the Device has been incorrectly installed or connected to the CPE and the Customer indemnifies IS IGNITE against any liability, loss or damage which IS IGNITE and/or the Customer may incur as a result of the unlawful or incorrect usage of such Device or the incorrect installation of the Device, whatever the case may be.

5.12 If the Customer is not the owner of the premises where the Fibre Line and the CPE is to be installed, the Customer must prior to any installation by IS IGNITE, obtain permission from the owner of the premises for the installation and the Customer indemnifies IS IGNITE against damages or claims resulting from the failure to obtain such permission including all and any costs which may have to be incurred by IS IGNITE should IS IGNITE have to remove the CPE and/or Fibre Line from the premises.

5.13 The Customer must at its own cost and expense provide suitable and adequate electrical power supply as may be required for the proper functioning of the Fibre Line and the CPE.

5.14 The Customer must at its own cost and expense ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Fibre Line and the CPE are provided.

6. USE OF THE FIBRE LINE, CPE AND RELATED EQUIPMENT

6.1 The provision of any Fibre Line to the Customer does not confer on the Customer any right to use the IS IGNITE Service, the CPE or any element thereof.

6.2 The provision of any Fibre Line to the Customer does not confer on the Customer any right to make the CPE, the Fibre Line or any element thereof available to other parties, for purposes for which a license or license exemption is required under the Act, unless the Customer where applicable, and required in terms of the Act, has been granted such a license or license exemption, and such a license or license exemption is in effect.

6.3 The Customer agrees to only use the IS IGNITE Services and the CPE or Device approved by the Authority and to comply with all relevant legislation applicable to the use of the IS IGNITE Services, CPE, and Device, including, without limitation, any license or license exemption that may be required in terms of the Act, and to use the IS IGNITE Service in accordance with such license, the Act, the Regulations, any applicable and relevant legislation and any notices or directives issued by the Authority from time to time.

6.4 The Customer will ensure and warrants that the IS IGNITE Services, the CPE, or the Fibre Line shall not be used for improper, immoral or unlawful purposes.

6.5 The Customer shall not resell capacity on any communications facility obtained from IS IGNITE including the IS IGNITE Services and CPE and Fibre Line or cede or assign his/her rights to use the aforementioned services and equipment or any element thereof or otherwise part control of them, without IS IGNITE's written consent.

6.6 The Customer shall not do anything or omit to do anything or allow anything to be done or omitted which infringes or may infringe IS IGNITE's rights as set out in the Act and IS IGNITE's license conditions.

6.7. The Customer must at all times whilst this Agreement is in place:

6.7.1 comply with any instructions issued by IS IGNITE which concern the Customer's use of the IS IGNITE Services, the CPE, the Fibre Line, or matters related thereto, and which may be required to ensure the provisioning of the IS IGNITE Services as a whole, or to protect the integrity of the IS IGNITE Network or to deal with emergencies;

6.7.2 provide IS IGNITE with all information relating to the Customer's use of the IS IGNITE Services, CPE, the Fibre Line, and/or the IS IGNITE Network where the IS IGNITE Services are installed and being used and any other matters related thereto that IS IGNITE may reasonably require from time to time; and which may be required to ensure the adequate provisioning of the IS IGNITE Service, to protect the integrity of the IS IGNITE Network, or to deal with emergencies;

6.7.3 Allow IS IGNITE free access to his/her premises during reasonable hours to install, inspect, maintain or remove the Fibre Line and/or CPE.

6.7.4 If, in any building where IS IGNITE must install the Fibre Line and/or CPE, the existing infrastructure is the opinion of IS IGNITE is of such a nature that it requires unreasonable work to be performed and/or excessive cost to install the Fibre Line and CPE, IS IGNITE may, at its discretion:

6.7.4.1 refuse to provide the Fibre Line and/or CPE in that building or in any part thereof until the Customer have made at its own cost the necessary modifications to allow IS IGNITE to provide the Fibre Line and CPE;

6.7.4.2 quote an installation cost in respect of the required modification, and if accepted by the Customer, install at the Customer's cost the required modifications.

6.7.5 The IS IGNITE Network is designed to provide one Fibre Line per Customer per Customer's premise. In the event that the Customer requires additional Fibre Line/s to his or her premise, IS IGNITE reserves the right to quote an installation cost in respect of the required additional Fibre Line/s separately, and if accepted by the Customer, install at the Customer's cost the required additional Fibre Line/s.

7. FAILURE OF THE IS FIBRE SERVICES OR CPE

7.1 Whilst IS operates the IS IGNITE Network, IS IGNITE hereby advises the Customer that IS IGNITE does not operate in isolation but relies on certain services, equipment and/or infrastructure which are provided by a number of 3rd parties who provide separate but interrelated and connected services which as a whole, allows the IS IGNITE Network and the CPE to function. These 3rd parties operate as independent service providers who are not necessarily contracted by IS IGNITE and the Customer accepts and acknowledges this fact.

7.2 Whilst IS IGNITE will comply with and meet the Service Level Agreements and use its best endeavours to ensure that the IS IGNITE services and any CPE are operational at all times, IS IGNITE does not warrant that the IS IGNITE Services will be operational on a 24 (twenty four) hour 365 (three hundred and sixty five) days per year basis, this being due to the nature of the telecommunications industry and the network, which is dependent on the actions and/or input of a number of independent 3rd parties whom IS IGNITE has no direct control over.

7.3 IS Ignite also advises and the Customer acknowledges and accepts that the CPEs are not manufactured by IS IGNITE, but are manufactured by third parties. In most cases, due to the provisions of the Act read together with the authority code of practice and guidelines, IS IGNITE will not be in a position to open certain CPEs or to test or operate the CPE before they are handed to the Customer in order to ensure that they are fit for purpose and / or are intact.

7.4 in light of the disclosures housed under clauses 7.1- 7.3 IS IGNITE stipulates and the Customer acknowledges that IS IGNITE cannot warrant or guarantee that the IS IGNITE services and / or the CPE will:

7.4.1 at all times be free of errors or interruptions;

7.4.2 always are available;

7.4.3 be fit for any purpose;

7.4.4 not infringe on any third party rights;

7.4.5 be secure and reliable, save where the IS IGNITE Services, the Fibre Line and / or CPE are found to be defective and such defect has been solely caused by IS IGNITE.

7.5 Notwithstanding the provisions of clause 7.4 above, IS IGNITE will use its best endeavours to notify the Customer in advance of any failure of, or interruption to the IS IGNITE Services, Fibre Line and / or the CPE and where applicable any required maintenance and repairs which may result from such failure, interruption or unavailability, where IS IGNITE is in a position to do so.

7.6 Any malfunctioning CPE will be replaced if the Customer is still within the contract and manufacture warranty period.

8. CHANGE OF PREMISES

In the event that Customer decides to move and/or relocate to a different location and/or premises, IS IGNITE shall, provided the new location is in an area, where IS IGNITE operates a IS IGNITE Network and subject to the provisions of this agreement move the Customer's Fibre Line and CPE to the new premises and/or location in which case the Installation Fees will be payable.

9. RISK, THEFT AND LOSS OF FIBRE LINE, CPE AND RELATED EQUIPMENT

9.1 Whenever any Fibre Line, Equipment and in particular the CPE is lost, stolen or destroyed, the Customer must immediately notify IS IGNITE and any police official at any police station in writing that the Fibre Line, the CPE and or any other IS Ignite equipment has been lost, stolen, misplaced or destroyed.

9.2 Risk in and to the use of the IS IGNITE Services, the Fibre Line and CPE will pass to the Customer on the Installation Date. IS IGNITE reserves the right to hold the Customer liable for the cost to replace the Fibre Line, CPE and or any other IS IGNITE equipment, regardless of the cause of any such loss or destruction.

10. MAINTENANCE OF THE IS SERVICES, FIBRE LINE AND CPE

10.1 The Fibre Line and the CPE used by the Customer will be deemed to be in good working order until IS IGNITE is advised otherwise.

10.2. Unless clauses 10.5 or 10.6 apply, or save where expressly stated to the contrary, the costs in respect of any repair and/or maintenance of the IS IGNITE Network, the Fibre Line and the CPE will be incurred and covered by IS IGNITE.

10.3 The Customer must report all faults to his Service Provider and not to IS IGNITE directly. The Service Provider is responsible for first line support and will contact IS IGNITE if the problem has been identified as originating from the IS IGNITE Network. IS IGNITE will attend to faults reported by the Service Provider during Office Hours and/or as recorded in the Service Level Agreements, and will apply its reasonable endeavours to have the affected IS IGNITE Services restored in the shortest possible time, and in line with its Service Level Agreements.

10.4 The Customer is responsible for maintaining the CPE, used in connection with the IS IGNITE Services.

10.5 The Customer shall allow IS IGNITE and its agents all reasonable access to its premises for the purposes of the maintenance and repair of the IS IGNITE Fibre Line and CPE. If the Customer requests that a fault be attended to, and if the repair work needed requires access to the Customer's premises the Customer will make all reasonable efforts to provide IS IGNITE with access to the premises and acknowledges that the IS IGNITE Services cannot be restored until access has been provided.

10.6 If IS IGNITE determines that the fault reported by the Customer was caused by the Customer or by any Device, which IS IGNITE has not agreed to cover, in terms of the agreement the Customer will be liable for payment of the relevant call-out charges, as determined by IS IGNITE from time to time.

11. RISK AND OWNERSHIP

11.1 Ownership of The Fibre Line, the CPE, and access to the IS IGNITE Services will remain vested in IS IGNITE. However, ownership of the CPE transfers to the Customer where the 12 (twelve) month option was taken after the expiry of the 12 (twelve) month period,

11.2 Notwithstanding the provisions of clause 15.1, risk in and to the IS IGNITE Services, The Fibre Line and the CPE will pass to the Customer on the Installation Date, including risk of loss, theft, destruction or damage.

12. DEFECTS, LIABILITY, WARRANTIES, REPAIRS AND SUSPENSION OF THE IS IGNITE SERVICES

12.1. IS IGNITE stipulates and the Consumer acknowledges that IS IGNITE cannot warrant or guarantee that the CPE will at all times be available, suitable for the intended purpose, are of good quality and in good working order, free of defects, free of errors or interruptions, fit for any purpose, do not infringe on any third party rights, or that they are secure and reliable.

12.2 Notwithstanding the above exclusions, should the CPE not meet the standards set out under section 55(2) of the CPA, and such defect or fault becomes apparent within 6 (Six) months after the CPE has been delivered by IS IGNITE to the Customer, then the Customer must immediately notify IS IGNITE of the defect and /or failure and where possible the Consumer must describe what caused the CPE to malfunction or to stop functioning and allow a IS IGNITE representative to inspect the CPE at his or her premises.

12.4 Where on inspection it has been found that the CPE is not in accordance with the standards set out in section 55(2) of the CPA as the case may be, IS IGNITE, either itself, or on behalf of the supplier and / or manufacturer of the CPE will either repair or replace the failed, unsafe or defective part of the CPE;

12.5 Where any failed, unsafe or defective CPE is found to fall outside of the minimum warranty period set out under section 55(2) of the CPA where applicable, then the supplier, manufacturer and in particular IS IGNITE will have no further responsibility or liability in relation to the CPE, save that it has the right to offer to repair or to replace the CPE, and IS IGNITE reserves the right to do this at the Customer's cost.

12.6 IS IGNITE may from time to time, and on notice where possible, or without notice where not possible, suspend the IS IGNITE Service and where applicable the right to use the CPE, or in its discretion disconnect the CPE from the IS IGNITE Network in any of the following circumstances:

12.6.1. for modifications to, or planned maintenance of the IS IGNITE Network;

12.6.2 for routine maintenance;

12.6.3 if the Service Provider has failed to pay any amounts due to IS IGNITE by Due date as reflected in the invoice; or on their instruction to disconnect the Customer from the IS IGNITE Services;

12.6.4 where the IS IGNITE Services are suspended or discontinued as a result of 3rd parties experiencing problems on their infrastructure which has affected or disrupted the IS IGNITE Service;

12.6.5 where certain IS IGNITE Services are being abused by the Customer or by Customers in general; and/or

12.6.6 where the IS IGNITE Service or CPE is found to contain a security risk or shortcoming which enables the Customer to exploit the IS IGNITE Service to the detriment of IS IGNITE;

12.7 No interruption of the IS IGNITE Service referred to under clause 12.6 shall be deemed to have occurred during any modifications and/or maintenance window or any authorised suspension of a service and the Customer acknowledges that it shall have no claim against IS IGNITE in respect of all or any of the interruptions described under clause 12.6;

12.8 IS IGNITE may from time to time, and on notice where this is possible, or without notice where this is not possible, and without prejudice to any other claims or remedies, which IS IGNITE may have in terms hereof or in law, discontinue or terminate any part of the IS Service and where applicable the right to use the CPE, or in its discretion disconnect the CPE from the IS IGNITE Network in any of the following circumstances:

12.8.1 where the IS IGNITE Service or CPE is found to contain a defect which enables the Customer to exploit the IS IGNITE Service to the detriment of IS IGNITE;

12.8.2 where the IS IGNITE Service or CPE has reached the end of its lifespan and is uneconomical to maintain or continue;

12.8.3 where there has been an insignificant interest in the use of a particular IS IGNITE Service or CPE; and/or

12.8.4 in response to an instruction from the Authority or in terms of the Act or some other law or body the IS IGNITE Service or CPE is discontinued.

12.8.5 where the Customer uses Devices that is not approved by the Authority for such use;

12.8.6 if the Customer has received the IS IGNITE Fibre Line and CPE as a result of fraud or misrepresentation;

12.8.7 if the Customer uses in connection with the IS IGNITE Service, CPE or Device that the Customer has obtained illegally;

12.8.8 if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of insolvency in terms of the Insolvency Act or any other applicable legislation;

12.8.9 if the Customer does or allows to be done any act or omission, which in IS IGNITE's opinion will or may have the effect of negatively affecting the operation of the IS IGNITE Network and IS IGNITE Services;

12.8.10 if the Customer is using, or permitting the use of the IS IGNITE Service or any element thereof for any illegal purpose or in contravention of the Act, CPA and/or any act of Parliament;

12.8.11 if IS IGNITE has been instructed to do so by any authority competent to issue such instruction;

13. LIMITED LIABILITY AND INDEMNITY

13.1 IS IGNITE assumes no responsibility for the integrity, correctness, retention or content of information transported via the IS IGNITE Network.

13.2 Subject to the provisions of clause 13.3 below, IS IGNITE shall not be liable to the Customer or any other person whomsoever, under any circumstances whatsoever, or incur any liability for any loss or damages to the Customer or any other person or user, which arises or occurs as a result of the use of, or arising out of the provision of the IS IGNITE services; the Fibre Line; the CPE; or the installation, maintenance or removal of the connection, the IS IGNITE services, damage is direct or indirect, consequential or contingent and in particular IS IGNITE shall not be liable for any:

13.2.1. loss of life,

13.2.2 injury,

13.2.3 medical expenses,

13.2.4 support,

13.2.5 financial loss or financial support,

13.2.6 loss of earnings,

13.2.7 loss of profit and/or income,

13.2.8 loss of revenue,

13.2.9 loss of business or goodwill,

13.2.10 any other special damages, or

13.2.11 any general damages

incurred by the Customer, any user or any other person who may be using the IS IGNITE services, Fibre Line, CPE, to whatever extent arising, and the Customer indemnifies IS IGNITE against any claim or action, as described above, which may be brought by any person in this regard.

13.3 Where a Consumer suffers any loss or damages as a result of the use of the Fibre Line, or the CPE, the Customer in this case will be allowed to avail itself to the provisions housed under section 61 of the CPA, but subject always to the defenses and exceptions permissible and available to IS IGNITE and its service providers under section 61 of the CPA.

13.4 IS IGNITE only provides access to the Service Providers. IS IGNITE does not operate or control the information, services, opinions or other content of the Internet, and IS IGNITE makes no warranties or representation regarding any such information, services, opinions or other content. The Customer agrees that it shall make no claim whatsoever against IS IGNITE relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet. IS IGNITE reserves the right to take measures as may be necessary, in IS IGNITE's sole discretion, to ensure security and continuity of service on the IS IGNITE network, including but not limited to identification and blocking or filtering of internet traffic sources which IS IGNITE deems to pose a security risk or operational risk or a violation of its acceptable use policy. In addition, the Customer understands that IS IGNITE does not own or control other third party networks outside of the IS IGNITE network, and IS IGNITE is not responsible or liable for filtering or access restrictions imposed by such networks or for the performance (or non-performance) within such networks or within interconnection points between IS IGNITE network and other third party networks.

13.5 The Customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. IS IGNITE shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.

13.6 The limitation on liability set out above IS Ignite in addition to any limitation of liability set out elsewhere under the Agreement.

14. CUSTOMER ASSISTANCE, COMPLAINTS AND DISPUTES

14.1 IS IGNITE provides customer care to all Customers during Office hours, excluding times when it is unable to assist due to reasons beyond its reasonable control.

14.2 For faults however, the Customer must, once it experiences any trouble with any of the IS IGNITE Services and/or CPE bring the suspected problem to his or her Service Provider's attention.

14.3 IS IGNITE will use its best endeavours to attend to the complaint from the Service Provider as soon as it is possible, which will depend on the complexity and nature of the suspected problem, as logged, as well as resource/manpower availability, but subject always to the Service Level Agreements.

14.4 Where a Customer is of the view that the matter has not been resolved to the satisfaction of the Customer, the Customer will have the right to elevate the matter to the Authority, which can be done by contacting either:

14.4.1 the complaints website <http://www.icasa.org.za> and selecting the tab "complaints"; or

14.4.2 by email at customers@icasa.org.za.

14.5 The above rights set out under clauses 10.1 to 10.4 are without prejudice to both parties' respective rights to pursue a complaint or action in any other forum, which has jurisdiction over the matter including the rights to submit the complaint, dispute or action to the National Consumer Commission or to arbitration.

15. BREACH AND TERMINATION

15.1 Should the Customer breach any term of this Agreement including any failure to pay IS IGNITE any monies on due date, then IS IGNITE shall give the Customer 30 (Thirty) Business Day's notice to rectify the breach. Should the Customer neglect or fail to rectify the breach within the 30 (Thirty) Business Day's notice period, then IS IGNITE will have the right to either suspend or to cancel the Agreement, without prejudice to IS IGNITE's rights to claim all and any damages which IS IGNITE has incurred in consequence of such breach.

15.2 Should IS IGNITE breach any material term of this Agreement, then the Customer will have the right to provide IS IGNITE with a letter requiring IS IGNITE to rectify the breach within a period of 30 (Thirty) Business Days. Should IS IGNITE neglect or fail to rectify such breach within the 30 (Thirty) Business Day's notice period, then the Customer may cancel the Agreement, which will be without prejudice to the Customer's rights to claim any damages which it may have incurred in consequence of IS IGNITE's breach.

15.3 Should the Customer be sequestrated, liquidated, IS IGNITE shall be entitled to immediately cancel this Agreement upon notice to the Customer.

15.4 The Customer agrees that IS IGNITE may register the details of the manner in which payments have been conducted by it or its agent, with any registered credit bureau.

15.5 The Customer shall be liable for all costs, including legal costs, and collection cost incurred by IS IGNITE in respect of the enforcement of any obligations of the Customer in terms of this Agreement and in the case of a Consumer, subject to the provisions housed under Regulation 44 (3) (aa) of the CPA.

15.6 Without prejudice to any other claims or remedies which IS IGNITE may have against the Customer in terms of this Agreement or in law, IS IGNITE may on 30 (Thirty) Business Day's notice terminate the Agreement if the Customer has delayed the installation of the Selected IS IGNITE Service for longer than 3 (Three) months and hold the Customer liable for all and any abortive costs incurred by IS IGNITE in this regard.

16. CONSEQUENCES OF ANY TERMINATION

16.1 After termination of the Agreement for whatever reason,

16.1.2 IS IGNITE may, on reasonable notice and in the Customer's presence enter the Customer's premises to remove the CPE and / or Fibre Line owned; and;

16.1.3 the Customer will remain liable for and will pay on demand all charges and/or costs outstanding at the time of termination which charges will immediately become due and payable, or accrued thereafter as a result of the termination.

17. LEGAL ADDRESS FOR SERVICE (DOMICILIUM AND NOTICES)

17.1 The parties choose the addresses set out below as their chosen place to receive legal notices (domicilium citandi et executandi)

17.1. IS at: Le Mans building, The Campus, 57 Sloane street, Bryanston

17.1.2 the Customer at the physical or residential address specified in the Installation Application Form.

17.2 All notices given in terms of this Agreement shall be in writing.

18. PAYMENT

18.1 IS IGNITE shall provide the customer with a tax invoice once the installation has been completed.

18.2 The Customer agrees and undertakes to pay to IS IGNITE the Installation Fee as listed on www.ignite.co.za or as advised by IS IGNITE and as set out under the Invoice.

18.3 The Installation Fees are to be paid either by EFT (Electronic Funds Transfer) to IS IGNITE's account stipulated on the Installation Application Form before or after the Installation Date; or by online credit card once the installation has been completed.

18.4 For the avoidance of doubt, the monthly Service Fees are payable by the Customer directly to the Service Provider for the IS IGNITE Services selected.

18.5. Any Connection Fees charged for the IS IGNITE Services by the Service Provider are payable by the Customer to the Service Provider.

18.6 In the event that the Customer moves and/or relocates to a different location and/or premises where IS IGNITE operates a network, IS IGNITE shall charge the Customer the Installation fees for the moving and/or relocation of the Fibre Line and CPE.

19. GENERAL

19.1 Consumer status

In consequence of the recently released CPA, certain rights have been granted to a Customer who is a Consumer, as defined under the CPA. IS IGNITE reserves the right to withhold any of these rights and / or resultant benefits until such time as the Customer is able to prove to IS IGNITE, which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer / and or in the case of a right which it is wanting to exercise under section 14 of the CPA, that it is an Individual Consumer. Where the Customer is unable to show that it is a Consumer or Individual Consumer, in such an event IS IGNITE reserves the right to reverse or call for restitution (a refund) of any rights or benefits which are permitted under the CPA and which the Customer has unlawfully taken advantage of.

19.2 Customer details and changes thereto

The Customer agrees to supply IS IGNITE with such information, documentation and signatures that IS IGNITE may reasonably require at the time that the Agreement is concluded, in order to give effect to the payment arrangements of the Agreement. Any subsequent changes that affect the information supplied to IS IGNITE such as bank account, legal service address referred to under clause 13 and credit card details must be brought to the immediate attention of IS IGNITE by the Customer in writing.

19.3 Cession

IS IGNITE shall be entitled to transfer (cede) its rights and/or to delegate its obligations arising from the Agreement and/or (hand over) assign the Agreement, wholly or partly, to any third party and it will give the Customer reasonable notice of this fact. The Customer shall not be entitled to cede, assign, encumber or delegate his obligations arising out of the Agreement without the prior written consent of IS IGNITE, which will not be unreasonably withheld.

19.4 Variation and Amendment

Subject to and save where the right to amend the Agreement, has been specifically mentioned under the Agreement, neither party may vary the terms of the Agreement, including this clause 19.4, unless the other party agrees to such variation and the variation is reduced to writing and signed by both parties.

19.5 Whole Agreement

This document read with the relevant Installation Application Form (which is deemed incorporated herein by reference), contains the sole and entire record of the Agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

19.6 Authority

Where IS IGNITE is represented by any duly authorised representative, IS IGNITE's authority need not be proved.

19.7 Duplicate and scanned version in place of original

The Customer agrees that the Installation Application Form and the Agreement, in particular the face page may be scanned and the paper version destroyed, and agrees to the scanned version and waives his right to dispute the authenticity of the scanned version.

19.8 Unsolicited marketing and right to opt out

The Customer understands that, in terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002, the Customer and in terms of the provisions of the CPA in the case of a Consumer, the Consumer or the Customer has the option to request IS IGNITE to remove its relevant contact particulars from its data base in respect of direct marketing and/or unsolicited commercial and/or marketing communications by IS IGNITE.

19.9 Severability

In the event of any one or more of these terms and conditions being unenforceable, these clauses will be deleted and severed from the remainder of the Agreement, which will nevertheless continue to apply, be binding and enforceable.

19.10 Acts of God

Except as specifically provided under the Agreement, IS IGNITE shall not be liable to the Customer for any breach of these conditions or failure to perform any obligation as a result of any force majeure (event beyond its reasonable control) event, including but not limited to technical problems relating to the IS IGNITE Network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond IS IGNITE's reasonable control.

19.11 Indulgence and relaxing

The failure of IS IGNITE to enforce at any time the Agreement or any part thereof, or any right with regard thereto, must in no way be construed to be a waiver of the provision of the Agreement or to be an estoppel or novation or in any way to affect the validity of the Agreement. Any indulgence towards the Customer or the relaxing of the provisions of the Agreement must not prejudice the right of IS IGNITE to insist on the strict compliance by the Customer of its undertakings and obligations in terms of the Agreement.

19.12 Intellectual property rights

Any intellectual property rights vesting in IS IGNITE, whether by statute or common law, will remain vested in IS IGNITE and the Customer agrees not to do anything or allow anything to be done that may infringe IS IGNITE's rights and the Customer hereby INDEMNIFIES IS IGNITE against any

claims, actions and proceeding that may arise as a result of the Customer infringing or violating IS IGNITE's intellectual property rights.

19.13 Applicable laws and Jurisdiction

This Agreement will be interpreted and governed by the Laws of South Africa.