

IGNITE TERMS AND CONDITIONS – LTE ADVANCED

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. "4G LTE" means wireless broadband technology used to connect the CPE to the network;
- 1.2. "CAC" means the Corporate Affairs Commission in Pretoria;
- 1.3. "CDR" means the Call Detail Record;
- 1.4. "CBSA" means Central Bank of South Africa;
- 1.5. "Calendar Month" means the period from the 1st day of a month to the last day of that month;
- 1.6. "Coverage Area" means the coverage area in South Africa within which IGNITE is providing the service, as it may be notified at any specific time;
- 1.7. "Customers" shall mean customers to be acquired by the Operator for the provision of Services in terms of this Service Schedule;
- 1.8. "Execution Date" means the date of execution of this Service Schedule by the last Party;
- 1.9. "GB" means gigabytes;
- 1.10. "R" or "Rand" means the lawful currency of South Africa;
- 1.11. "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 IGNITE
- 1.12. "Services" means the purchase and re-sale of the services packages as defined in Annexure 1;
- 1.13. "Services Plans" means the plans available as set out in Annexure 1 hereto;
- 1.14. "Suspended Service" means the service is no longer active on the network;
- 1.15. "Terminated Service" means the service is no longer live on the network.

2. Suspensive Conditions

This Agreement are subject to the following Suspensive Conditions:

- 2.1. Obtaining of all the relevant permits that may be required for this transaction by the Parties, including, if necessary, regulatory approval;
- 2.2. The Coverage Area has been defined and agreed within which the Operator can undertake sales;

3. Support Services

3.1. IGNITE shall use its best efforts to ensure that the services are provided optimally throughout the duration of this Service

3.2. It is recorded that IGNITE does not give or make any warranties, representations or guarantees whatsoever, whether implied or express, in relation to the availability, reliability, accuracy and security of the Network Capacity.

4. IGNITE Responsibilities

4.1. IGNITE shall be responsible for providing 4G LTE on a best efforts basis and based on the exact same Quality of Service provided to all other IGNITE 4G LTE customers;

4.2. IGNITE shall send an invoice to the Client at the end of every month for the Service Plans purchased by the Client.

4.3. The Parties will enter a Tri-party agreement for the purposes of the Regulation of Interception of

Communications and Provision of Communication-Related Information ("RICA") and Protection of Personal Information ("POPI") acts but it is herewith recorded that the Operator will remain solely responsible for being adhering to the processes as defined in the aforementioned two acts in respect of their Customers. IGNITE has the right to audit the Operator after IGNITE has informed the Operator of its intention to do so in writing 5 (five) Business Days prior to the commencement of such an audit and the costs thereof will be borne by the Operator;

4.4. The Operator will be responsible to bill and collect payment from their Customers, and address any billing and payment related support queries;

4.5. The Operator will follow the defined IGNITE support process to log tickets.

5. General Terms

5.1. Neither party will seek to gain access to any customer or proprietary information related to the other party's operations;

6. Expansion and Coverage

6.1. Monthly, IGNITE will issue a coverage map that defines the Coverage Areas in which Services are available;

6.2. Selling outside of the Coverage Area will result in Customers receiving no service or an impaired service. Should a customer purchase a service outside the Coverage Area, then IGNITE will not be responsible for the quality of the Service which is received or even that Service is made available;

7. Warranties

7.1. IGNITE warrants that Service will be made available within the published Coverage Area to Customers on a best effort basis;

7.2. The customer warrants that it will undertake all necessary actions to be compliant with the relevant regulations, not limited to RICA, POPI, and CPA acts.

8. Indemnities

IGNITE shall not be held responsible or liable for the Customers non-compliance with RICA, POPI and other relevant regulatory requirements. As such, the customer indemnifies IGNITE against any claim of whatever nature arising from its non-compliance to these acts.

B. Products

IGNITE LTE- Advanced service will deliver high speed and reliable wireless broadband internet services for Customers within the pre-defined Coverage Areas. All prices in the table below are including VAT. The table below details the LTE-Advanced packages that are available for purchase by Customers:

Product	LTE-A Starter	LTE-A Advanced	LTE-A Premium
Price	R549 incl. VAT	R799 incl. VAT	R999 incl. VAT
Inclusive Data (GBs per month)	55GB	85GB	120GB
Promotion (GBs per month)	55GB	85GB	120GB
Total (GBs per month)	110GB	170GB	240GB

Promotional Packages

Added benefit of Double the Data effective 1 August 2017 until 30 November 2017.

As part of our launch phase, Ignite will offer Double the Data to all existing and new LTE-A customers.

This deal will be available effective from 1 August 2017 until 30 November 2017.

New customers who purchase the Double the Data promotion between 1 August 2017 and 30 November 2017, will receive Double the Data until 30 November 2018. All active, existing customers will receive Double their current Data from 1 August 2017 to 30 November 2018.

Product	LTE-A Ultimate	LTE-A Extreme
Price	R1349 incl. VAT	R1599 incl. VAT
Inclusive Data (GBs per month)	220GB	330GB

Promotion (GBs per month)	220GB	330GB
Total (GBs per month)	440GB	660GB

C. Service Plans:

1. LTE-A Starter

Package Price: R549

Customer receives 55GB of data per calendar month

The 55GB data is only valid for a calendar month

Package configured for a month to month option

Pro Rata on first month for data and price

2. LTE-A Enhanced

Package Price: R799

Customer receives 85GB of data per calendar month

The 85GB data is only valid for a calendar month

Package configured for a month to month option

Pro Rata on first month for data and price

3. LTE-A Premium

Package Price: R999

Customer receives 120GB of data per calendar month

The 120GB data is only valid for a calendar month

Package configured for a month to month option

Pro Rata on first month for data and price

4. LTE-A Ultimate

Package Price: R1349

Customer receives 220GB of data per calendar month

The 220GB data is only valid for a calendar month

Package configured for a month to month option

Pro Rata on first month for data and price

5. LTE-A Extreme

Package Price: R1599

Customer receives 330GB of data per calendar month

The 330GB data is only valid for a calendar month

Package configured for a month to month option

Pro Rata on first month for data and price

D. Service Plans - Add on Bundles

At any time during a Customer's valid contract period, the Customer will have access to purchase the following Add On bundles (including VAT):

1GB @ R35

2GB @ R59

3GB @ R80

5GB @ R115

10GB @ R205

20GB @ R345

The customer will be directed to a suitable URL to purchase Add On bundles. IGNITE will ensure that this URL will be included in a Walled Garden, and will therefore be zero rated for the Customer.

E. Validity/Expiry on Data Bundles

Any unused monthly data shall be forfeited at the end of every calendar month;

Data may not be carried over to the next calendar month;

Should a Customer sign a contract during a month other than on the 1st, the data and the billing will be done pro-rata accordingly for the remaining days of the month and the Customer will be billed along with the first full calendar month billing;

Any unused Add on bundle shall be forfeited at 23:59 on the expiry date.

F. Depletion

Add on bundles will always be depleted first.

G. Cancellation

Should the Customer decide to cancel their month to month contract, the inclusive monthly data as well as their Top-Up bundles, if applicable, will terminate at the end of the month;

The cost to recover the CPE from the Customer will be borne to the Customer should IGNITE be requested to arrange for the CPE to be recovered/collected from the Customer.

I. Installation

1. The cost to deliver the in-door CPE will be charged to the Customer as a once-off fee for new activations;

2. The cost to install the out-door CPE will be charged to the Operator as a once-off fee for new activations; and

Should a Customer cancel an order on delivery as a result of lack of coverage or inadequate coverage, and the sales was made outside of the defined Coverage Area, then all incurred costs will be recovered from the customer. IGNITE will not take responsibility for any damage done to a Customer's property by any third-party vendors.

K. IGNITE Responsibility

Out of box failures will be the responsibility of IGNITE

The following circumstances will be considered for purposes of Termination for Cause:

Reason for Termination	
1	Winding up order
2	Liquidator appointed
3	Receiver or administrator appointed
4	Administration order granted
5	Passed resolution of winding up
6	Material Breach
7	Failed to make due payment on 2 occasions
8	Breach of pricing Service Schedule
9	Failure to remedy breach within set period
10	Service failure for a longer period than 14 days
11	Release under legal/regulatory changes
12	Force Majeure
13	IGNITE Contract with their Network Service provider is terminated