



Standard Terms and Conditions for MetroFone Service

1. INTRODUCTION

The Terms and Conditions govern the Customers' use of Metro Fibre Networkx Proprietary Limited's data messaging, communication, web page and VOIP service offering (the "MetroFone Service") including but not limited to the software that we include as part of the MetroFone Service and any related documentation ("Software"). You agree to our Terms and Conditions by downloading, uploading, installing, using or accessing the MetroFone Service, or obtaining the MetroFone App or any other similar Metro Fibre Networkx Pty Ltd service.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless a contrary intention is clear from the context, the following words and phrases shall have the following meanings:
- 2.1.1. "Agreement" means the current version of these Standard Terms and Conditions for the MetroFone Service, and all annexures and addenda to these documents, as amended from time to time, and available at www.metrofibre.co.za;
 - 2.1.2. "Acceptable Fair Use and Access Use Policy" means MetroFone Acceptable Fair Use and Access Policy detailed at clause 7 herein;
 - 2.1.3. "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;
 - 2.1.4. "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, as amended;
 - 2.1.5. "Charges" means subscription, usage and all other charges relating to the provision of the MetroFone Service to the Customer;
 - 2.1.6. "Content" means any message, communication and materials uploaded and / or downloaded by Customer including without limitation any (a) information, support forum postings, data, documents, images, photographs, graphics, audio, videos, or webcasts, and (b) Software;
 - 2.1.7. "Customer" or "you" means the person entering into these Terms and Conditions with MetroFibre for the provision of the MetroFone Service;
 - 2.1.8. "Device" means a portable cellular smartphone capable of connecting to 3G/4G and / or WiFi connectivity enabled mobile telephone networks;
 - 2.1.9. "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, plague, epidemic, pandemic, national emergency, strike, civil disturbance, theft, fire, prohibitive legislation or regulations, inability to secure materials or services and failure of power or utility supplies (including electronic communications);

- 2.1.10. "Law" means "any applicable law, regulation, or generally accepted practices or guidelines in South Africa;
- 2.1.11. "MetroFibre" means Metro Fibre Network Proprietary Limited, registration number: 2007/024366/07, a company incorporated in terms of the laws of the Republic of South Africa;
- 2.1.12. "MetroFone App" means the MetroFibre app capable of permitting VOIP calls over data networks, app to app calls and calls from app to public switched telephone networks ("PSTN");
- 2.1.13. "MetroFone Service" means the mobile application and VOIP Service;
- 2.1.14. "Month" means a calendar month beginning at 0h00 on the first day of the calendar month in question;
- 2.1.15. "Network" means the MetroFibre or any third-party provider's telecommunication network including, but not limited to, fixed, mobile wireless, or any other network, that provides access to the MetroFone Service;
- 2.1.16. "Order Form" means any order or quote in relation to the MetroFone Service signed by Customer or electronic record of a telephone conversation made by Customer to order the MetroFone Service and enable the MetroFone App;
- 2.1.17. "Parties" means the parties to this Agreement, being MetroFibre and the Customer collectively, and "Party" means either one of them as the context may indicate;
- 2.1.18. "Terms and Conditions" means these Terms and Conditions in respect of the MetroFone messaging service and app;
- 2.1.19. "Software" means MetroFibre's software code (object and source) and developer tools and associated documentation, including without limitation any desktop, Device or tablet applications related to the MetroFone Service, content files, drivers, patches, or fonts;
- 2.1.20. "Trademarks" means the trademarks, logos and service marks displayed on the MetroFone Services;
- 2.1.21. "VOIP" means voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet.
- 2.1.22. "VOIP Service" means the VOIP services provided by MetroFibre as part of the MetroFone Service in terms of this Agreement.

2.2. In these Terms and Conditions, unless a contrary intention is clear from the context:

- 2.2.1. the singular includes the plural and vice versa;
- 2.2.2. 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;
- 2.2.3. 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; and
- 2.2.4. headings of clauses have been inserted for convenience only and shall not be considered in the interpretation of these Terms and Conditions.

3. PROVISION OF THE METROFONE SERVICE

- 3.1. The VOIP Service is an additional service offered by MetroFibre to Customers who register with

MetroFibre to obtain the MetroFone Service and complete the Order Form for the MetroFone App telephonically on 087 151 4000 or by email to voip@metrofibre.co.za Customer shall notify MetroFibre of any changes to the information provided.

- 3.2. Customer agrees to receive text messages (SMS), emails and/or phone calls from MetroFibre with codes to complete the registration process.
- 3.3. By connecting to the MetroFone Service, Customer's consents for the MetroFone Service to access the Customer's Device in order to install and provision the MetroFone Service and to provide Software updates to the Device from time to time.
- 3.4. In addition to the payment provisions dealt with at clause 8 below, Customer shall be liable for all payment of all charges applicable to Customer's mobile telephony service provider in respect of mobile network voice and data charges, as charged by the mobile service provider.
- 3.5. Customer must be in possession of a Device, certain software, and data connectivity to use the MetroFone Service, which we do not supply. For as long as Customer makes use of the MetroFone Service, Customer consents to automatic downloading and installing of updates, software revisions and other code required for use of the MetroFone Service.
- 3.6. Customer agrees that his/her account information will always be complete, accurate, and up-to-date. It is Customer's responsibility to keep his/her account log-in credentials confidential at all times and Customer is solely responsible to MetroFibre for all activity that occurs on Customer's account. Customer will immediately notify MetroFibre of any unauthorized use of the account, or any other breach of security.
- 3.7. Customer represents and warrants that any Customer Content and/or message uploaded, downloaded, forwarded or delivered by Customer will not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party including but not limited to any copyright in the Software.

4. OWNERSHIP AND LICENSE

- 4.1. All rights, title, and interest in the MetroFone Service and Software, in all languages, formats, and media throughout the world, are and will continue to be the exclusive property of MetroFibre and/or its licensors and nothing in these Terms and Conditions shall be construed to confer any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to you or any third party.
- 4.2. The Trademarks are the property of MetroFibre or other rights holders. Customer is not permitted to use the Trademarks without the prior consent of MetroFibre.
- 4.3. Customer grants MetroFibre, its successors in title and assigns, a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, deliver, create derivative works of, display, and process the information (including without limitation, the content) that Customer uploads, submits, stores, sends, or receives on or through the MetroFone Service for the purpose of delivering, operating and improving the MetroFone Service to Customers.
- 4.4. Subject to Customer's full compliance with these Terms and Conditions, MetroFibre grants Customer a non-exclusive, non-transferable, revocable right to access and use the MetroFone Service and to share his/her Content on the MetroFone Service.

5. LIMITATIONS OF METROFONE SERVICE

- 5.1. The MetroFone Service is dependent on the availability of the Customer's mobile telephone network service. Mobile service network coverage and availability is not the responsibility of MetroFibre.
- 5.2. THE METROFONE SERVICE MAY BE SUBJECT TO INTERFERENCE AND DISRUPTION. METROFIBRE MAKES NO GUARANTEE IN RESPECT OF THE METROFONE SERVICE'S UPTIME AND QUALITY OF SERVICE.
- 5.3. THE METROFONE SERVICE IS A BEST EFFORTS SERVICE THAT RELIES ON THE INTERNET, MOBILE TELEPHONY NETWORKS AND VOIP SERVICE PROVISIONING AVAILABILITY WHICH IS OUTSIDE OF THE CONTROL OF METROFIBRE. METROFIBRE DOES NOT GUARANTEE THE AVAILABILITY OF THE METROFONE SERVICE, THE INTERNET AND CUSTOMER'S DEVICES ON ANY MOBILE NETWORK, AND/OR THE CONNECTIVITY OF ANY NETWORK TO CUSTOMER'S DEVICE.
- 5.4. Because of the need to conduct repairs and maintenance activity on the Network from time to time, the MetroFone Service may be suspended from time to time without notice.
- 5.5. The MetroFone Service does not permit access to emergency telephone numbers including police, fire and ambulance and will not connect to certain other numbers including without limitation premium numbers and short code numbers. Customer must access these number through his/her mobile telephone network and not the MetroFone Service.
- 5.6. Customer may not use the MetroFone Service if (a) you are prohibited by Law from receiving or using the Services, and (b) you are not fully able and competent to enter into a binding contract with MetroFibre, such as if you are not of legal age or have not obtained parental consent.

6. PERSONAL INFORMATION, DATA AND PRIVACY

- 6.1. MetroFibre will receive, collect and process personal information from Customer as a result of Customers use of the MetroFone Service including, without limitation, the customer's name, address, package, numbers dialled, the callers identity, the duration of the call. The data collected and processed includes *inter alia* personal, account and contact information and data. All MetroFone messages are encrypted with an end-to-end encryption solution and MetroFibre does not have access to and will not retain records of the content of your messages and annexures thereto. The message and its content belong to Customer and will be stored on his/her Device only. Where MetroFibre is unable to send a message, it will retain to a copy on the MetroFone Service and/or Network until the message may be send.
- 6.2. The Customer acknowledges and agrees that the data collected is necessary for the provision and use by Customer of the MetroFone Service. Customer further acknowledges that MetroFibre is required to make use of third-party service providers in order to research, analyse, deliver and improve the quality of the MetroFone Service. MetroFibre makes use of cookies to deliver the MetroFone Service. Customer consents to the downloading and use of cookies on his/her Device to enhance the MetroFone Service.
- 6.3. MetroFibre undertakes that all data and Customer personal information collected, used, processed, and shared by it and its service providers shall be kept securely, in confidence, and in terms of Law.
- 6.4. Customer consents and agrees to the collection, transfer and processing of data and personal information by MetroFibre and its service providers in South Africa as well as the transfer of data to those service providers with places of business outside of South Africa, including but not limited to, Service Providers providing cloud computing, storage and data analytical facilities.

7. ACCEPTABLE USE OF THE METROFONE SERVICE

- 7.1. Customer shall only access the MetroFone Service using the interface developed by MetroFibre.
- 7.2. Customer shall only use the MetroFone Service for lawful and acceptable purposes in accordance with Law. Customer shall not use the MetroFone Service to (i) defame, insult, or impair the dignity of any person; (ii) engage in homophobic speech, hate and offensive speech (racial or gender), continuous harassment, stalking or other untoward advances, (iii) distribute obscene, threatening and offensive content, or (iv) disseminate falsehoods and untruths, promote or incite criminal activity of any kind or physical harm to any person, and (iv) send bulk communications of any kind.
- 7.3. The Customer is prohibited from obtaining, disseminating or facilitating any unlawful materials over the MetroFone Service including, but not limited to:
 - 7.3.1. Sharing any content that you do not have any right to share under Law or contract;
 - 7.3.2. copying or dealing in intellectual property without authorisation;
 - 7.3.3. child pornography;
 - 7.3.4. any unlawful hate-speech, racist or inflammatory materials;
 - 7.3.5. facilitation or funding of terrorist activities; and / or
 - 7.3.6. share materials that contain software viruses or computer code, files, or programmes designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or disrupt, interfere with, cause harm to any Customer Device, computer network, the MetroFone' Network or any MetroFibre Network.
- 7.4. Customer is responsible for keeping the Device and his/her account safe and secure, and must notify MetroFibre promptly of any unauthorized use or security breach of your account or our MetroFone Service.

8. BILLING AND PAYMENT

- 8.1. The Customer shall select any one of the MetroFone packages when completing the Order Form ("Service Package")
 - 8.1.1. The **Going Solo** bundle utilised by one user with a subscription price of R34.50 inclusive of VAT;
 - 8.1.2. The **2 is better than 1** bundle for two user with a subscription price of R57.50 inclusive of VAT per user;
 - 8.1.3. The **Be There or Be Square** bundle for up to 4 user applications with a subscription price of R126.50 inclusive of VAT per user;
 - 8.1.4. The **Five Golden Rings** bundle for up to 5 user applications with a subscription price of R149.50 inclusive of VAT per user;
- 8.2. Charges for calls from and to International destinations outside of South Africa are excluded from the all Service Packages. International calls shall be charged separately at the default rate which falls outside of Service Package rates.
- 8.3. The call rate for local call charges shall be charged 45 per minute at the default going rate for local calls.
- 8.4. Share calls, premium calls, SA toll free numbers and other reserved and categorised numbers are excluded from all MetroFone Service packages and the Customer shall be charged the applicable default shared call rate.
- 8.5. The Customer may be billed in advance or arrears depending on the terms of the applicable Service Package selected by Customer in the Order Form. Any usage Charges over and above the usage rate in the selected Service Package shall be billed at the national rate, in arrears, and such additional charges shall be carried over into the following month's invoice and statement.
- 8.6. The Customer shall pay the fees and charges within seven (7) days from the date of invoice and statement, into the bank account nominated by MetroFibre for this purpose, in full, without deduction or set-off and free of bank charges for the supply and delivery of the MetroFone Services, irrespective of whether or not the VOIP Service is used.
- 8.7. MetroFibre shall be entitled to change the fees payable by the Customer upon 30 (thirty) days' notice.

- 8.8. A CERTIFICATE SIGNED BY ANY DIRECTOR OF METROFIBRE 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 AND TERMINATION OF SERVICES

- 9.1. As a group administrator for a MetroFone Service, Customer may terminate an individual user's access to a MetroFone Service at any time.
- 9.2. MetroFibre may, upon notice to the Customer, suspend the Customer's use of the MetroFone Service, if the Customer fails to perform any obligation under these Terms and Conditions or breaches any term of these Terms and Conditions.
- 9.3. The MetroFone Service may be interrupted from time to time, including for maintenance, repairs, upgrades, or network or equipment failures. Events beyond our control may affect the MetroFone Service, such as events in nature and Events of Force Majeure.
- 9.4. MetroFibre may modify, suspend, or terminate your access to or use of the MetroFone anytime for any reason, such as if you violate our Acceptable Fair Use and Access policy or the spirit of our Terms and Conditions or create harm, risk, or possible legal exposure for us, our Customers, or others.
- 9.5. BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION.
- 9.6. SHOULD THE CUSTOMER'S FAILURE TO MEET OBLIGATIONS IN TERMS OF THESE TERMS AND CONDITIONS CONTINUE FOR LONGER THAN 60 (SIXTY) 60 DAYS, METROFIBRE RESERVES THE RIGHT TO TERMINATE THESE TERMS AND CONDITIONS AND ANY ASSOCIATED METROFONE SERVICE OBTAINED UNDER THESE TERMS AND CONDITIONS WITHOUT ANY FURTHER NOTICE TO THE CUSTOMER.

10. CANCELLATION AS A RESULT OF IMPOSSIBILITY OF PERFORMANCE

- 10.1. If MetroFibre is restricted or prevented from carrying out any or all of its obligations as a result of an Event of Force Majeure or any other event or circumstance giving rise to impossibility or performance delay, then MetroFibre 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 more than 30 (thirty) days, either Party may cancel this agreement with immediate effect by written notice to the other Party.

11. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

- 11.1. CUSTOMER USES THE METROFONE SERVICE AT HIS/HER OWN RISK AND THE METROFONE SERVICE IS PROVIDED ON "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. METROFIBRE DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT

RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR CUSTOMERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDED. METROFIBRE IS NOT RESPONSIBLE FOR AND IS NOT OBLIGATED TO CONTROL THE ACTIONS, CONTENT OR DATA OF OUR CUSTOMERS OR OTHER THIRD PARTIES. CUSTOMER RELEASES US, OUR SERVICES PROVIDERS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM CUSTOMER HAS AGAINST ANY THIRD PARTIES.

- 11.2. METROFIBRE WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS AND CONDITIONS OR THE USE OF OUR METROFONE SERVICE. METROFIBRE'S AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS AND CONDITIONS OR OUR SERVICES WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 11.3. IT IS SPECIFICALLY AGREED THAT METROFIBRE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY THE CUSTOMER RELATING TO THE UNAVAILABILITY (TEMPORARY OR OTHERWISE) OF NETWORK DUE TO NETWORK MALFUNCTION AND /OR FAILURE OF ANY THIRD-PARTY NETWORK ON WHICH THE NETWORK IS DEPENDENT, OR FOR ANY OTHER REASON WHATSOEVER.
- 11.4. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS METROFIBRE FROM AND AGAINST ALL LIABILITIES, DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS) RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH ANY OF THE FOLLOWING: (A) CUSTOMER'S ACCESS TO OR USE OF THE METROFONE SERVICE, INCLUDING INFORMATION AND CONTENT ACCESSED, PROVIDED OR SHARED IN CONNECTION THEREWITH; (B) ANY CLAIM THAT YOUR CONTENT CAUSED DAMAGE OR HARM TO ANY THIRD PARTY, (C) CUSTOMER'S BREACH OR ALLEGED BREACH OF THESE TERMS AND CONDITIONS; OR (D) ANY MISREPRESENTATION MADE BY YOU OR INCORRECT INFORMATION PROVIDED BY YOU. CUSTOMER AGREES TO COOPERATE AS FULLY AS REQUIRED BY METROFIBRE IN THE DEFENSE OR SETTLEMENT OF ANY CLAIM.

12. DOMICILIA AND NOTICES

As per the Order Form for Customer. For MetroFibre, physical address: Metro Fibre Networx Pty Ltd, Eco Square, 298 Witch-hazel Avenue, Highveld Ext. 71, Centurion, 0157. Emails to legal@metrofibre.co.za marked for the attention of the Head of Legal.

13. DISCLOSURE

- 13.1. THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED DURING REGISTRATION OR ELSEWHERE RELATING TO THESE TERMS AND CONDITIONS, IS TRUE, CORRECT AND COMPLETE AND THE CUSTOMER INDEMNIFIES METROFIBRE AGAINST ANY CLAIM THAT MAY ARISE AS A RESULT OF A BREACH OF THIS WARRANTY.

- 13.2. THE CUSTOMER AUTHORISES METROFIBRE 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.
- 13.3. METROFIBRE 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.
- 13.4. MetroFibre 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 these Terms and Conditions or in writing by the Customer.

14. GENERAL

- 14.1. Customer will not transfer any of your rights or delegate any obligations under our Terms and Conditions to anyone else without MetroFibre's prior written consent.
- 14.2. The Customer acknowledges that MetroFibre 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 MetroFibre operates, may require MetroFibre to amend the terms and conditions of these Terms and Conditions from time to time. ANY REVISED OR UPDATED VERSION OF THESE TERMS AND CONDITIONS WILL BE AVAILABLE ON METROFIBRE'S WEBSITE AT WWW.METROFIBRE.CO.ZA 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 THESE TERMS AND CONDITIONS. SHOULD THE CUSTOMER NOT BE COMFORTABLE WITH ANY REVISIONS TO THESE TERMS AND CONDITIONS, THE CUSTOMER MAY TERMINATE THESE TERMS AND CONDITIONS AT ANY TIME BY GIVING 30 (THIRTY) CALENDAR DAYS' NOTICE IN WRITING TO METROFIBRE.
- 14.3. If any part of these Terms and Conditions are 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 these Terms and Conditions.
- 14.4. This Terms and Conditions shall be subject to and shall be governed by the laws of the Republic of South Africa.
- 14.5. 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 THESE TERMS AND CONDITIONS.
- 14.6. Dispute resolution and escalation:
 - 14.6.1. Subject to clause 14.6.2 below, the Customer shall be entitled to refer any dispute between itself and MetroFibre 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.
 - 14.6.2. However, the Customer shall first exhaust MetroFibre's internal escalation route for dispute resolution and fault reporting before escalating any such matter to the Authority or other regulatory body having jurisdiction.

- 14.7. The Customer shall refrain from attacking MetroFibre or its Contractors on the MetroFone Service or 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 MetroFibre to cancel these Terms and Conditions without any further notice to the Customer. MetroFibre furthermore reserves the right to take legal action for defamation against the Customer for any untrue statements made on Social Media in addition to cancelling these Terms and Conditions as aforementioned.