



**Metro Fibre Network Pty Ltd Standard Terms and Conditions for Fibre
to the Home (FTTH) VOIP Services**

1. TERMS AND CONDITIONS

These terms and conditions apply to Metro Fibre Network Pty Ltd's ("MetroFibre's") VOIP Service offering which are a value-added service available to add onto existing FTTH data and connectivity packages. These terms and conditions shall be read in conjunction with MetroFibre's FTTH standard terms and conditions available at <https://metrofibre.co.za/sites/default/files/terms/terms.pdf> (as amended from time to time).

2. 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. "Acceptable Fair Use and Access Use and Access Policy" means MetroFibre's acceptable fair use and access policy detailed in the Terms and Conditions;
- 2.1.2. "Activation" means the enabling of a service to the Customer's Premises;
- 2.1.3. "Agreement" means these VOIP terms and conditions, the Order Form signed by the Customer, and all schedules and addenda to these documents, as amended from time to time;
- 2.1.4. "The Authority" means the Independent Communications Authority of South Africa established in terms of the Independent Communications Authority of South Africa Act 13 of 2000 and its successors who oversee the telecommunications and electronics industry in the Republic of South Africa;
- 2.1.5. "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;
- 2.1.6. "Charges" means installation charges, monthly service charges, usage and all other charges relating to the provision of the VOIP Services by the MetroFibre to the Customer or relating to the cancellation of the Agreement;
- 2.1.7. "Customer" means the person entering into this Agreement with MetroFibre for the provision of VOIP Service; and/or the use of equipment;
- 2.1.8. "Customer Premises" means the premises specified in the Order Form at which the Services are to be provided;
- 2.1.9. "Customer Device" means an analogue telephone device installed by Customer on the FTTH Network at Customer's own risk, expense and cost;
- 2.1.10. "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, 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);
- 2.1.11. "FTTH" means architecture of electronic communication to the Customer's Premises where the final connection to the Customer's Premises is optical fibre to the home;
- 2.1.12. "FTTH Network" means the FTTH network provided by MetroFibre which is made accessible to

the Customer in terms of this agreement;

- 2.1.13. "MetroFibre" means Metro Fibre Networx (Proprietary) Limited, registration number 2007/024366/07, a company incorporated in terms of the laws of the Republic of South Africa;
 - 2.1.14. "Month" means a calendar month beginning at 0h00 on the first day of the calendar month in question;
 - 2.1.15. "Order Form" means any order or quote in relation to the VOIP Services signed by Customer or electronic record of a telephone conversation made by Customer to order the VOIP Services;
 - 2.1.16. "Parties" means the parties to this agreement, being MetroFibre and the Customer, and "Party" means either one of them;
 - 2.1.17. "Republic" means the Republic of South Africa;
 - 2.1.18. "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;
 - 2.1.19. "Terms and Conditions" means MetroFibre's FTTH terms and conditions including its Acceptable Fair Use and Access Use and Access Policy available at <https://metrofibre.co.za/sites/default/files/terms/terms.pdf>;
 - 2.1.20. "VOIP Services" means the VOIP services provided by MetroFibre to the Customer in terms of this Agreement;
 - 2.1.21. "Termination Point" means the point where the Customer is connected to the fibre broadband network including and includes the optical network terminal point ("ONT");
 - 2.1.22. "Uptime" means the total number of minutes available to a Customer via the Network services in a calendar month;
 - 2.1.23. "VOIP" means voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet.
- 2.2. In this agreement, 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 or unincorporated 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;
 - 2.2.4. headings of clauses have been inserted for convenience only and shall not be taken into account in the interpretation of the agreement; and
 - 2.2.5. words defined in this clause shall have the same meaning in the schedules and any word defined in a clause or schedule shall have that meaning in the clause or schedule concerned and if used elsewhere in this Agreement.

3. PROVISION OF VOIP SERVICE

- 3.1. The VOIP Service is an additional service offered by MetroFibre to existing FTTH Customers who have previously subscribed for data and connectivity fibre packages with MetroFibre and are in good standing.
- 3.2. By connecting a Customer Device to a MetroFibre Termination Point and ONT, or by establishing a VOIP account with MetroFibre, Customer agrees to be bound by the terms of this Agreement which incorporate the Terms and Conditions.
- 3.3. For the avoidance of doubt, the terms of this Agreement shall incorporate MetroFibre's Terms and

Conditions, Acceptable Use Policy and Access Use and Access Policy as amended from time to time on notice to Customer.

- 3.4. In the event of inconsistency or conflict between the terms of this Agreement and the Terms and Conditions, the provisions of this Agreement shall supersede those of the Terms and Conditions.

4. LIMITATIONS OF VOIP SERVICE

- 4.1. The VOIP Service is dependent on the installation of an ONT / TP at the Customers Premises and connectivity to the FTTH Network.

- 4.2. The VOIP Service will not function during a power outage and may further not function reliably during periods of FTTH Network congestion. VOIP adaptors do not work without power, in the event of a power failure the VOIP Service will not work without Customer providing electricity locally to power the Customer Device and FTTH Network.

- 4.3. Furthermore, the VOIP Service may be subject to interference and disruption of services and equipment. MetroFibre makes no guarantee on the VOIP Service's Uptime and availability.

- 4.4. MetroFibre's VOIP Service is a best efforts service that relies on the internet, provision, availability and of functioning which is outside of the control of MetroFibre. MetroFibre does not guarantee the availability of the VOIP Service, the internet, the service of modems / faxes and Customer Devices on the FTTH Network, and/or the connectivity of any ONT or TP to a Customer Device.

- 4.5. Because of the need to conduct repair and maintenance activity on the FTTH Network from time to time, the VOIP Service may be suspended without notice.

- 4.6. The VOIP Service is dependent on Customer being of good standing as a customer of MetroFibre FTTH Service from time to time.

5. DURATION

- 5.1. The duration of any VOIP Service is prescribed as per the Terms and Conditions and/or any Order Form.

- 5.2. Customer may terminate the Agreement at any time by giving one (1) full months' notice in writing to MetroFibre.

- 5.3. 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 business days of the later of the date upon which the Agreement was entered into

6. BILLING AND POPYMENT

- 6.1. The Customer shall select any one of MetroFibre's VOIP Service packages on the Order Form ("Service Package").

- 6.2. Unlimited calling plan Packages:

- 6.2.1. are to be utilised by home user only and are limited to one session at any given time;
- 6.2.2. inbound direct dialling (DDI) calls from outside of South Africa will incur default rate costs and are excluded for Unlimited Packages;

- 6.3. The fees for the VOIP Service shall include:

- 6.3.1. the applicable line rental fee (Line Rental");
- 6.3.2. the fee for usage calculated with reference to a rate per minute designated in each Package as adjusted

- by additional services requested; and
- 6.3.3. voicemail service fee and any other service fees as agreed to in the Order Form.
- 6.4. Charges for International destinations outside of South Africa can be may be found at <https://info.metrofibre.co.za/retail-international-pricing/>. MetroFibre reserves the right to change international billing charges from time to time without notice to Customer. International calls shall be charged separately at the default rate and fall outside of unlimited Package rates.
- 6.5. Local rates apply to all standard telephone numbers in South Africa including mobile/cellular numbers. Share calls, premium calls SA toll free numbers and other reserved and categorised numbers are excluded from unlimited packages and local rates, and Customer shall be charged the applicable default rate.
- 6.6. Customer may be billed in advance dependent on the terms of the applicable Service Package selected by Customer in the Order Form. Any [usage] charges over and above the bundle usage rate in the selected Service Package shall be billed at local rates, in arrears, and such additional charges shall be carried over into the following month's invoice and statement.
- 6.7. Customer shall pay VOIP 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 Services, irrespective of whether the service is used or not;
- 6.8. MetroFibre shall be entitled to change the fees payable by the Customer upon 30 (thirty) days' notice.
- 6.9. 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.

7. SUSPENSION AND TERMINATION OF SERVICES

- 7.1. Each VOIP Service Package contains a limit or cap (or such other cap as may be determined in the Service Order) of R3 000 (three thousand Rand) per month to protect Customer against unlawful and unauthorised usage of the VOIP Service. On reaching the cap, MetroFibre shall be entitled to suspend the VOIP Service until such time as it has confirmed usage and fees with Customer. Should Customer not select a limit or cap Customer agrees to be liable for all VOIP usage howsoever arising.
- 7.2. MetroFibre 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 or breaches any term of this Agreement.
- 7.3. Billing of all fees and charges will continue to accrue during suspension.
- 7.4. Should the Customer's failure to meet obligations in terms of this Agreement continue for longer than sixty days, MetroFibre reserves the right to terminate this Agreement and any associated FTTH service obtained under the Terms and Conditions without any further notice.

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 21 (twenty-one) days, either party may cancel this Agreement with immediate effect by written notice to the other party.

9. LIMITATION OF LIABILITY

- 9.1. It is specifically agreed that MetroFibre shall not be liable for any damages or losses incurred by the Customer, or Customer be entitled to terminate any VOIP Service, because of:
- 9.1.1. Any suspension of the VOIP Service and/or the FTTH service due to maintenance and/or repair work conducted on the FTTH Network,
 - 9.1.2. the unavailability (temporary or otherwise) of the FTTH Network due to network malfunction and /or failure of any third-party network on which the FTTH Network is dependent for whatsoever reason;
 - 9.1.3. the VOIP Services being interrupted, interfered with, suspended or terminated for whatsoever reason;
 - 9.1.4. any power outage or power failure (which may be in a different geographic area to that of Customers' Premises), or FTTH Network failure for any reason whatsoever.
- 9.2. Service credits (as detailed and provided for in the Terms and Conditions) shall not apply to VOIP Services.
- 9.3. While MetroFibre shall make every effort to assist Customer in the porting of geographic numbers from other service providers, MetroFibre shall not be liable for any loss of service or income as a direct or indirect result of porting.

10. DOMICILIA AND NOTICES

As per the Terms and Conditions for MetroFibre. 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 this Agreement, 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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 this Agreement or in writing by the Customer.