



ANNEXURE 3 - STANDARD TERMS AND CONDITIONS FOR FTTH VOIP SERVICES

1. INTRODUCTION

The VOIP Terms and Conditions set out in this Annexure apply to MetroFibre's VOIP Services offering which is an additional service available on existing MetroFibre FTTH data and connectivity packages. These VOIP Terms and Conditions shall be read in conjunction with the FTTH Terms and Conditions.

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:

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| 2.1.1 | "Activation" | the enabling of a service to the Customer's Premises; |
| 2.1.2 | "FTTH Terms and Conditions" | MetroFibre's FTTH Standard Terms and Conditions, including all Annexures, to which this VOIP Terms and Conditions is attached, available at www.metrofibre.co.za ; |
| 2.1.3 | "Authority" | the Independent Communications Authority of South Africa established in terms of the Independent Communications Authority of South Africa Act 13 of 2000 and its applicable regulations, as amended, and its successors who oversee the telecommunications and electronics industry in the Republic of South Africa; |
| 2.1.4 | "Business Day" | 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 36 of 1994 and its applicable regulations, as amended; |
| 2.1.5 | "Charges" | installation charges, monthly service charges, usage and all other charges relating to the provision of the VOIP Services by MetroFibre to the Customer or relating to the cancellation of these Terms and Conditions; |
| 2.1.6 | "Customer" | the person entering into these VOIP Terms and Conditions with MetroFibre for the provision of VOIP Services and/or the use of equipment; |
| 2.1.7 | "Customer Device" | an analogue telephone device installed by Customer on the FTTH Network at Customer's own risk, expense and cost; |
| 2.1.8 | "Customer Premises" | the premises specified in the Order Form at which the Services are to be provided; |



- 2.1.9 **“Event of Force Majeure”** 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, flood, explosion, natural disaster, national lockdown, unusually severe weather conditions, prohibitive legislation or regulations, unpredictable delays caused by traffic congestion, diversion or road works, inability to secure materials or services and failure of power or utility supplies (including electronic communications);
- 2.1.10 **“Fair Usage Policy”** MetroFibre’s Fair Usage Policy, attached as Annexure 2 to the FTTH Terms and Conditions;
- 2.1.11 **“FTTH”** architecture of electronic communication to the Customer Premises where the final connection to the Customer Premises is optical fibre to the home;
- 2.1.12 **“FTTH Network”** the FTTH network provided by MetroFibre which is made accessible to the Customer in terms of these VOIP Terms and Conditions;
- 2.1.13 **“MetroFibre”** 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 **“MetroVoice”** MetroFibre’s VOIP landline offering;
- 2.1.15 **“Month”** a calendar month beginning at 0h00 on the first day of the calendar month in question;
- 2.1.16 **“Order Form”** any order or quote in relation to the VOIP Services signed by a Customer or electronic record of a telephone conversation made by the Customer to order the VOIP Services;
- 2.1.17 **“Parties”** the parties to these VOIP Terms and Conditions, being MetroFibre and the Customer collectively, and “Party” means either one of them;
- 2.1.18 **“RICA”** the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 and its applicable regulations, as amended;



- 2.1.19 **“Termination Point” / “TP”** the point where the Customer is connected to the fibre broadband;
- 2.2.20 **“Uptime”** the total number of minutes available to a Customer via the Network Services in a calendar month;
- 2.1.21 **“VOIP”** voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet;
- 2.1.22 **“VOIP Service(s)”** the VOIP services provided by MetroFibre to the Customer in terms of these VOIP Terms and Conditions; and
- 2.1.23 **“VOIP Terms and Conditions”** the VOIP Terms and Conditions set out in this Annexure, as amended from time to time, and the Order Form signed by the Customer.

2.2. In these VOIP 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 day 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 VOIP Terms and Conditions.
- 2.3. Any defined terms utilised in these VOIP Terms and Conditions, which are not defined herein will bear the same meaning as in the FTTH Terms and Conditions.

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 with MetroFibre.
- 3.2 By connecting a Customer Device to a MetroFibre TP and ONT, or by establishing a VOIP account with MetroFibre, the Customer agrees to be bound by these VOIP Terms and Conditions and to the terms and conditions in the FTTH Terms and Conditions, to which these VOIP Terms and Conditions are annexed. For the avoidance of doubt, any aspect not regulated in these VOIP Terms and Conditions will be regulated in accordance with the terms and conditions set out in the FTTH Terms and Conditions and all Annexures thereto, as amended from time to time.
- 3.3 In the event of inconsistency or conflict between these VOIP Terms and Conditions and the FTTH



Terms and Conditions, these VOIP Terms and Conditions shall supersede any conflicting terms in the FTTH Terms and Conditions, to the extent of the conflict.

4. LIMITATIONS OF VOIP SERVICE

- 4.1 The VOIP Services are dependent on the installation of an ONT/TP at the Customers Premises and connectivity to the FTTH Network.
- 4.2 **THE CUSTOMER ACKNOWLEDGES THAT 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 THE CUSTOMER PROVIDING ELECTRICITY LOCALLY TO POWER THE CUSTOMER DEVICE.**
- 4.3 **FURTHERMORE, THE VOIP SERVICE MAY BE SUBJECT TO INTERFERENCE AND DISRUPTION OF SERVICES AND EQUIPMENT. METROFIBRE MAKES NO GUARANTEE IN RESPECT OF THE VOIP SERVICE'S UPTIME AND AVAILABILITY.**
- 4.4 **METROFIBRE'S VOIP SERVICE IS A BEST-EFFORTS SERVICE THAT RELIES ON THE INTERNET AND VOIP SERVICE PROVISIONING AVAILABILITY 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 network from time to time, the VOIP Service may be suspended without notice.

5. DURATION

- 5.1 The duration of any VOIP Services are as per the Order Form.
- 5.2 The Customer may terminate these VOIP Terms and Conditions at any time by giving one calendar months' notice to MetroFibre via email to cancellations@metrofibre.co.za.
- 5.3 If the conclusion of these VOIP Terms and Conditions is as a result of direct marketing, the Customer has the right to terminate these VOIP Terms and Conditions without reason or penalty within 5 (five) Business Days of the later of the date upon which these VOIP Terms and Conditions was entered into or the date on which any ONT or TP was delivered to the Customer.

6. BILLING AND PAYMENT

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



1.2 There are three bundled packages (“**Bundled Package**”), which are: MetroVoice - Arise, MetroVoice - Talus and MetroVoice – Edge and one out of bundle package, namely the Metro Voice - Accord.

1.3 The **MetroVoice – Edge** bundle:

1.3.1 is utilised by home users only (i.e. not for business purposes) and is limited to one active voice call at any given time;

1.3.2 includes the applicable line fee rental (“**Line Rental**”);

1.3.3 has unlimited local South African calls; and

1.3.4 excludes calls from outside of South Africa, which will incur default international rate costs. These default rate costs can be found at <https://info.metrofibre.co.za/retail-international-pricing>.

1.4 The **MetroVoice – Arise** bundle:

1.4.1 is utilised by home users only (i.e. not for business purposes) and is limited to one active voice call at any given time;

1.4.2 includes Line Rental;

1.4.3 includes 250 local South African minutes and any calls over the 250 minutes threshold will be charged at the out of bundle rate; and

1.4.4 excludes calls from outside of South Africa, which will incur international default rate costs.

1.5 The **MetroVoice – Talus** bundle:

1.6.1 is utilised by home users only (i.e. not for business purposes) and is limited to one active voice call at any given time;

1.6.2 includes Line Rental;

1.6.3 includes 1 000 local South African minutes and any calls over the 1 000 minute threshold will be charged at the out of bundle rate; and

1.6.4 excludes calls from outside of South Africa, which will incur international default rate costs.

1.7 The standard fees for the VOIP Service for the **MetroVoice - Accord**, which is an out of bundle package includes the following costs:

1.7.1 Line Rental;

1.7.2 the fee for usage calculated with reference to the standard out of bundle rate per minute; and



- 1.7.3 a free voicemail service.
- 1.8 Charges for calls to international destinations outside of South Africa are excluded from all VOIP Service Packages and charges can be found on MetroFibre's website at www.metrofibre.co.za. MetroFibre reserves the right to change international billing charges from time to time without notice to the Customer. International calls shall be charged separately at the default rate and falls outside of unlimited package rates.
- 1.9 Local rates apply to all standard telephone numbers in South Africa including mobile/cellular numbers for the MetroVoice – Accord service. Share calls, premium calls, SA toll free numbers and other reserved and categorized numbers are excluded from all VOIP Service Packages and the Customer shall be charged the applicable default shared call rate.
- 1.10 The Customer may be billed in advance depending on the terms of the applicable Service Package selected by the Customer in the Order Form. Any usage Charges over and above the bundle usage rate in the selected Bundled Service Package shall be billed at the out of bundle rates, in arrears, and such additional charges shall be carried over into the following month's invoice and statement.
- 1.11 The Customer shall pay the VOIP fees and charges within 3 (three) 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 VOIP Services, irrespective of whether or not the VOIP Service is used.
- 1.12 MetroFibre shall be entitled to change the Charges payable by the Customer upon 30 (thirty) days' notice. Should the Customer not be amendable to paying the amended Charges, the Customer may terminate these VOIP Terms and Conditions with MetroFibre in accordance with clause **Error! Reference source not found.** of the FTTH Terms and Conditions.
- 1.13 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, whether bundled or unbundled, contains an automatic limit or cap of R1 500 (one thousand and five hundred Rand) per month (or such other cap as may be determined in the Order Form) to protect the Customer against unlawful and unauthorised usage of the VOIP Service. However, the Customer may elect an alternate higher or lower limit or cap. **ON REACHING THE AUTOMATIC CAP OR CUSTOMER ELECTED CAP, METROFIBRE SHALL BE ENTITLED TO SUSPEND THE VOIP SERVICE UNTIL SUCH TIME AS IT HAS CONFIRMED USAGE AND FEES WITH THE CUSTOMER. SHOULD CUSTOMER NOT SELECT A LIMIT OR CAP, THE**



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 these VOIP Terms and Conditions or breaches any term of these VOIP Terms and Conditions or of the FTTH Terms and Conditions.

7.3 **BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION.**

7.4 **SHOULD THE CUSTOMER'S FAILURE TO MEET OBLIGATIONS IN TERMS OF THESE TERMS AND CONDITIONS CONTINUE FOR LONGER THAN 30 (THIRTY) DAYS, METROFIBRE RESERVES THE RIGHT TO TERMINATE THESE VOIP TERMS AND CONDITIONS AND ANY ASSOCIATED FTTH SERVICE OBTAINED UNDER THE FTTH TERMS AND CONDITIONS WITHOUT ANY FURTHER NOTICE TO THE CUSTOMER.**

8. CANCELLATION AS A RESULT OF FORCE MAJEURE

8.1 If either Party is rendered unable, in whole or in part, by an Event of Force Majeure to perform or comply with any obligation or condition of these VOIP Terms and Conditions, such obligation or condition shall be suspended to the extent and for the duration of the continuance of the inability so caused and such Party shall be relieved of any liability during such period, provided that the Event of Force Majeure will not operate to suspend the obligation of a Party to make payment if such payment becomes due and payable for services rendered in terms of these VOIP Terms and Conditions.

8.2 The Party declaring an Event of Force Majeure shall give prompt written notice to the other Party specifying the exact nature of the intervening circumstances and its estimated duration.

8.3 The Party declaring an Event of Force Majeure shall use all reasonable endeavours and employ all reasonable means to overcome or abate the Event of Force Majeure as quickly as possible.

8.4 If an Event of Force Majeure continues for a period of more than 30 (thirty) days, the Parties will consult with each other with a view to the future implementation of these Terms and Conditions. If no agreement is reached by the Parties in this regard within a period of 7 (seven) days thereafter, either Party may terminate these VOIP Terms and Conditions forthwith upon 14 (fourteen) days' prior written notice to the other.

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 RELATING TO 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, OR FOR ANY OTHER REASON WHATSOEVER.**

9.2 Service credits shall not apply to VOIP Services.



9.3 WHILE METROFIBRE SHALL MAKE EVERY EFFORT TO ASSIST THE 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 SUCH PORTING.

10. DOMICILIA AND NOTICES

As per the FTTH Terms and Conditions for MetroFibre.

As per the Order Form for the Customer.

11. DISCLOSURE

11.1 THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED IN THE ORDER FORM OR ELSEWHERE RELATING TO THESE VOIP 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.

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 these Terms and Conditions or in writing by the Customer.

12. PORTING OF NUMBERS

12.1 MetroFibre, as "ported to" operator (recipient), may refuse to port a short number or a number used for information or other such services.

12.2 MetroFibre, as "ported to" operator, may refuse to port a number that would clash with another number or code that is in use, or is planned to be used, in its Network.

12.3 MetroFibre, as "ported from" operator (donor) may refuse to port a number for the following reasons:

12.3.1 the number is not a valid number on their network;

12.3.2 the number is excluded from number portability as provided for by the relevant Regulations;

12.3.3 for a post-paid Customer; the number, account number and/or account holder's identification number does not match;

12.3.4 the classification of the account does not match, for example a request is made under the prepaid procedure for a post-paid account;

12.3.5 Customer is already subject to suspension of outgoing or incoming calls because of failure to pay a bill;



- 12.3.6 the number is already subject to a porting process;
- 12.3.7 the number has already been ported in the last two months;
- 12.3.8 the number and account number do not match, or the port request is unauthorised; and
- 12.3.9 any other reason determined to by the Authority or notified to MetroFibre and other operators in writing.