



## METRO FIBRE NETWORKX PROPRIETARY LIMITED

### Customer Refer-and-Earn Programme - Terms and Conditions

The Metro Fibre Networkx Proprietary Limited (“**MetroFibre**”) customer Refer-and-Earn Programme (the “**Programme**”) has been created to reward our loyal customers for recommending us to their peers signing-up for any one of our MetroFibre FTTH direct services.

These terms and conditions are a binding agreement between yourself, MetroFibre and any person that you recommend to us, who orders a product from us on the terms and conditions set out below and will govern participation in the Programme (“**Terms and Conditions**”). Any party participating in the Programme shall comply with these terms and conditions.

#### 1. Definitions

- 1.1. “**App**” means the MetroFibre Mobile App;
- 1.2. “**Customer Portal – My MetroFibre**” means the MetroFibre direct FTTH customer portal available via [www.metrofibre.co.za](http://www.metrofibre.co.za);
- 1.3. “**Credit**” means the sum of R400 (four hundred Rand) including VAT to be credited to your customer account with MetroFibre;
- 1.4. “**FTTH**” is fibre-to-the-home;
- 1.5. “**MetroFibre Refer-and-Earn landing page**” which is accessible via the My MetroFibre portal or an email link sent to customers directly from MetroFibre;
- 1.6. “**Person Invited**” is the peer, friend, or family member that you wish to invite to participate in the Refer-and-Earn Programme.
- 1.7. “**Person Referring**” is you, the existing MetroFibre FTTH direct customer who wants to invite your friends and family to request a quote from us, and who has accepted these terms and conditions, Privacy Policy and the Disclaimer; and
- 1.8. “**VAT**” means South African value-added tax.




## 2. Duration of the Programme

- 2.1 The Programme shall commence on 13 May 2024 and shall continue until 30 August 2024.
- 2.2 MetroFibre reserves the right to cancel the Programme without notice at any time.

## 3. How the Programme Works

- 2.1 Persons Referring may register to participate in one of three ways:
- a. Download the App from Google Play Store or i-store and register from the App;
  - b. Via the MetroFibre customer portal – My MetroFibre, available via the MetroFibre website [www.metrofibre.co.za](http://www.metrofibre.co.za) and register on the home page of your home page by logging in here: <https://ftthorder.metrofibre.co.za/cuilogin>; or
  - c. Via the Refer-and-Earn email link by registering on this page – <https://metrofibre-networx.referral-factory.com/r9BZFS>.
- 2.2 You, the Referring Person, are required to register on any one of the platforms listed in paragraph 2.1 above and share your unique Refer-and-Earn link with your peers, family and/or friends. The registration process will allow the generation of a message for you to share with your friend(s) or family member(s) that you wish to invite. They will then need to click on the link, insert their details in the fields indicated and submit to MetroFibre to confirm their participation.
- 2.3 MetroFibre will make contact with the Person Invited upon receipt of their information provided by the Person Invited in terms of paragraph 2.2 above, and issue them with a no-obligation quote.
- 2.4 Payment of the Credit to the Person Referring will take place after activation of the service subject to and provided that MetroFibre must be in receipt of payment for the first invoice from the Person Invited. Should the Invited Person cancel or reverse their service within the first month, neither the Referring Person nor the Invited Person will be entitled to the Credit.
- 2.5 Payment of the Credit to the Person Invited will similarly take place after activation of the service subject to and provided that MetroFibre must be in receipt of payment for



the first invoice from the Person Invited. Should the Invited Person cancel or reverse their service within the first month, neither the Referring Person nor the Invited Person will be entitled to the Credit.

- 2.6 The Credit will be allocated as a credit to the monthly Statement of both the Person Referring and the Invited Person. Should the Credit at any time amount to more than the monthly subscription, the difference will be credited against the next month's account. For the avoidance of doubt, Credits shall roll over into subsequent months until such time as the balance on the Credit account is R0 whereafter payment obligations will resume, whether prorated or not, as the case may be.

### **3. Tax**

- 3.1. The Credit allocated to any account is subject to VAT.
- 3.2. A Statement of account where the Credit will reflect is available to Persons Referring or Invited on request or via the My MetroFibre Portal at any time.

### **4. Eligibility**

- 4.1 To be eligible to qualify for the Programme, the Referring Person must be onboarded as a direct FTTH customer of MetroFibre and the Person Invited must accept the invitation and provide their details to MetroFibre for a no-obligation fibre quotation.
- 4.2 To be eligible to qualify for the Programme, the Invited Person must accept the quote and pay his/her first month's invoice.
- 4.3 To be eligible to qualify for Credits against his/her customer account, the Person Invited must have paid his/her first month's invoice.
- 4.4 Persons Referred / Person Invited who are existing customers of MetroFibre, customer of any MetroFibre authorised internet service provider ("ISP") or any MetroConnect Customer are excluded from the Programme and MetroFibre will not pay any Discount in respect of such participants.

### **5 Cancellation of Fibre to the Home Product**

- 5.1 Should the Person Invited cancel the service/ fibre product with MetroFibre, the Credit balance will be available for 30 days from date of cancellation and will thereafter be



forfeited.

5.2 The Credit is not transferable to another customer or to a cash payment.

## **6 Conduct and General Rules**

If you do not wish to agree and abide by these terms and conditions in their entirety, then you are not authorised to participate in the Programme.

## **7 Monitoring of information**

We may monitor and record communications or traffic on the Customer Refer-and-Earn Programme to maintain the proper functioning of the programme as well as to detect any unauthorised use, or when the law requires us to do so.

## **8 Amendment of these Terms and Conditions**

We have the right to amend or add new terms and conditions for the use of the referral service channels at any time. Whenever we change these Terms and Conditions, we will electronically update the Terms and Conditions, the MetroFibre Privacy Policy, MetroFibre's Disclaimer, and any other applicable document. You agree to review the Terms and Conditions, Privacy Policy, Disclaimer, and all other annexures whenever you access the referral channels for any such amendments. Save as expressly provided to the contrary in these Terms and Conditions, the amended version of the Terms and Conditions shall supersede and replace all previous versions thereof.


## **9 Termination of the Terms and Conditions**

9.1 Referral Persons must share the link with Invited Person, who must submit their own details to request no-obligation contact for quotation. If the Invited Person does not respond and complete their own details as well as submit their details, they will not be contacted, thereby terminating the referral and you will not be eligible for the Credit.

9.2 MetroFibre reserves the right to terminate the Programme at any time on notice to its customers and participants in the Programme.

9.3 We can terminate your right to referrals at any time or end your right to make referrals through the available service channels, upon providing you with reasonable notice.

## **10 Severability**



Every clause of these Terms and Conditions is severable from the others including the clause headings. The clause headings have been inserted for convenience and will therefore not be taken into consideration in its interpretation. If one or more of the clauses are invalid, it will not mean the entire Terms and Conditions are invalid and as such the rest of the clauses contained in the Terms and Conditions will still be valid and apply.

## **11 Privacy**

We respect your privacy and the privacy of those Participants referred to us. Any information obtained through the referrals process is subject to the terms and conditions as set out in our Privacy Policy which may be found at [<https://metrofibre.co.za/privacy-policy/>]

## **12 Standard Terms and Disclaimer**

- 12.1. Use of the App, website, and the related products and/or services shall be governed by and construed in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the High Court of South Africa, Gauteng North Division in Pretoria. The referral services through the available referral service channels are not provided for or intended for the use of customers and/or users outside the jurisdiction of South Africa.
- 12.2. Use of the Refer-and-Earn platform to share a link to invited persons are at the user's own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, MetroFibre accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information available on this referral service channel, your use of these referral service channel or any actions or transactions resulting there from, even if MetroFibre has been advised of the possibility of such loss, expense, claim or damages.
- 12.3. We are not responsible for any error or delay that may arise as a result of you being unable to access the referral channels due to error on your equipment, software or services provided to you by third parties.
- 12.4. Whilst we will always use our best efforts to ensure that the referral service channel operate as it was designed by us, we cannot warrant that the services are compatible

with, or will operate with your mobile device or any software/hardware that you have on your mobile device.

- 12.5. We make no representation or warranty, whether express or implied, as to the operation, integrity, availability, or functionality of the referral service channels or as to the accuracy, completeness or reliability of any information obtained from these channels.
- 12.6. We also make no warranty or representation, whether express or implied, that the products, information, or files available on any MetroFibre Portal or channels are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which can corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.
- 12.7. We accept no responsibility for any errors or omissions that appear either on our App, website landing page or Customer Referral Portals.
- 12.8. We may, in our sole discretion, at any time, suspend or terminate the service referral channel, without prior notice. We may also at any time discontinue or disable certain parts of the referral services available, for the purposes of maintenance or upgrades or other causes beyond our control. If this referral service channel is unavailable as stated, we request that you call our contact centre to make referrals.
- 12.9. All rights remain reserved. Notwithstanding, any valid referral to us, you acknowledge that, we are under no obligation to offer any Fibre service to the Person Referring, and we at all relevant times and in our sole and absolute discretion, reserve our right in that respect.