

**STANDARD TERMS AND CONDITIONS
FOR
METROSWITCH**



TABLE OF CONTENTS

NO.	CLAUSE	PAGE NO
1.	DEFINITIONS AND INTERPRETATION	3
2.	INTRODUCTION	7
3.	PROVISION OF METROSWITCH VOIP SERVICES AND AUTHORISATION	7
4.	DURATION	8
5.	DEVICES	9
6.	INSTALLATION	10
8.	LIMITATIONS OF THE METROSWITCH VOIP SERVICE	12
9.	BILLING AND PAYMENT	12
10.	SUSPENSION AND TERMINATION OF SERVICES	15
11.	FORCE MAJEURE	16
12.	LIMITATION OF LIABILITY	17
13.	PERSONAL INFORMATION	17
14.	CONFIDENTIALITY	20
15.	GOOD FAITH, ANTI-BRIBERY AND CORRUPTION	21
16.	CESSION, ASSIGNMENT AND SUB-CONTRACTING	22
17.	DOMICILIA AND NOTICES	22
18.	DISCLOSURE	23
19.	GENERAL	24
	ANNEXURE A - VOICE SERVICE LEVEL AGREEMENT	26

1. DEFINITIONS AND INTERPRETATION

1.1. Unless a contrary intention is clear from the context, the following words and phrases shall have the following meanings:

- 1.1.1 **“Activation”** the enabling of a service to the Customer’s Premises;
- 1.1.2 **“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 electronic communications industry in the Republic of South Africa;
- 1.1.3 **“Charges”** installation charges, monthly service charges, usage and all other charges relating to the provision of the MetroSwitch VOIP Services by the MetroFibre to the Customer or relating to the cancellation of these Terms and Conditions;
- 1.1.4 **“Confidential Information”** any information, data or Personal Information which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence and including notwithstanding the generality of the foregoing, all technical, commercial and operational information of a Party, including without limitation, pricing information provided under this agreement or disclosed to or received from either Party;
- 1.1.5 **“Contract Term”** the selected duration for the lease of MetroFibre Devices;
- 1.1.6 **“Customer”** the person or entity entering into these MetroSwitch Terms and Conditions with MetroFibre for the provision of the MetroSwitch VOIP Services and/or the use of

equipment;

- 1.1.7 **“Customer Device”** a compatible telephone device located on the Customer’s premises connected to the Customer’s Network at the Customer’s own risk expense and cost;
- 1.1.8 **“Customer Premises”** the premises specified in the Order Form at which the Services are to be provided;
- 1.1.9 **“Device(s)”** the selected device chosen by the Customer, which can be either the MetroFibre Device or the Customer Device;
- 1.1.10 **“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);
- 1.1.11 **“Fair Usage Policy”** MetroFibre’s Fair Usage Policy, available on MetroFibre’s website at www.metrofibre.co.za;
- 1.1.12 **“MetroFibre”** Metro Fibre Networx Proprietary Limited, registration number: 2007/024366/07, a company incorporated in terms of the laws of the Republic;
- 1.1.13 **“MetroSwitch VOIP Service”** the VOIP services provided by MetroFibre to the Customer in terms of these Terms and Conditions;
- 1.1.14 **“Month”** a calendar month beginning at 0h00 on the first day of the calendar month in question;

- 1.1.15 **“Network”** the fixed fibre optic communications network used for the distribution of the MetroSwitch VOIP Services, which is provided for by MetroFibre;
- 1.1.16 **“Order Form”** any order or quote in relation to the MetroSwitch VOIP Services signed by Customer or electronic record of a telephone conversation made by the Customer to order the MetroSwitch VOIP Services;
- 1.1.17 **“Parties”** the parties to these Terms and Conditions, being MetroFibre and the Customer collectively, and **“Party”** means either one of them;
- 1.1.18 **“Personal Information”** any personal information relating to the Parties, their subsidiaries, divisions and undertakings, directors, officers, employees, agents, contractors, customers, end users and future customers, including without limitation, information of the nature contemplated in the definition of personal information contained in POPIA;
- 1.1.19 **“POPIA”** the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- 1.1.20 **“RICA”** the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2003, and its related regulations, as amended from time to time;
- 1.1.21 **“Service Package”** the applicable package selected by the Customer from the MetroSwitch VOIP Service offerings, namely MetroSwitch5, MetroSwitch10, MetroSwitch15 or MetroSwitch20;
- 1.1.22 **“Site Survey”** an initial inspection of the Customer Premises to ensure that the MetroSwitch VOIP Service will meet the Customer’s requirements;

- 1.1.23 **“Termination Point” / “TP”** the point where the Customer is connected to the fibre broadband network including and includes the optical network terminal point (**“ONT”**);
- 1.1.24 **“Terms and Conditions”** these MetroSwitch Standard Terms and Conditions, including all Annexures, as amended from time to time;
- 1.1.25 **“Third Party/Parties”** any party appointed by the Customer to resolve any device malfunctions or connectivity issues, including but not limited to the Customer’s own employees or contractors;
- 1.1.26 **“Uptime”** a measure of system reliability, expressed as the percentage of time MetroSwitch VOIP Service has been working and available; and
- 1.1.27 **“VOIP”** voice over IP technology for placing and transmitting telephone calls over an Internet Protocol network including the Internet.

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

- 1.2.1. the singular includes the plural and *vice versa*;
- 1.2.2. 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;
- 1.2.3. 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
- 1.2.4. headings of clauses have been inserted for convenience only and shall not be considered in the interpretation of these Terms and Conditions.

1.3. MetroFibre’s relationship with the Customer, is without exception, premised on the fact that the Customer conducts a bona fide business. MetroFibre reserves the right to enter into a different contractual relationship with any Customer who does not conduct a business. If Customer is a **“Consumer”**, as defined in the Consumer Protection Act 68 of 2008 as amended from time to time and including any regulations thereto (**“CPA”**) it’s

attention is drawn the provisions of clauses 3, 5, 6, 8, 9, 10, 12, 13, 18 and 19 which may limit the risk or liability of MetroFibre or impose obligations on the Consumer or be an acknowledgement of a fact.

- 1.4. No provision in these Terms and Conditions are intended to contravene the applicable provisions of the CPA and therefore all provisions of these Terms and Conditions to the extent that these Terms and Conditions or any goods and services provided under these Terms and Conditions are governed by the CPA, must be treated as qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.

2. INTRODUCTION

- 2.1. The terms and conditions set out in this document apply to MetroFibre's MetroSwitch SMME VOIP Services offering which is a service available on any existing MetroFibre data and connectivity package that the Customer currently has in place.
- 2.2. The MetroSwitch VOIP Services provides a comprehensive telephony solution tailored specifically for small to medium-sized businesses. The service includes a hosted PBX and interconnect voice termination solution, with various package options based on the number of extensions selected.

3. PROVISION OF METROSWITCH VOIP SERVICES AND AUTHORISATION

- 3.1. The Customer wishes to acquire the MetroSwitch VOIP Services from MetroFibre, which MetroFibre agrees to provide to the Customer subject to these Terms and Conditions. The MetroSwitch VOIP Service can be offered to Customers who have any existing data and connectivity packages with MetroFibre, which will enable the MetroSwitch VOIP Service to function as intended. By connecting an approved Device to a compatible TP and ONT and using the MetroSwitch VOIP Service, or by establishing a VOIP account with MetroFibre, the Customer agrees to be bound by these Terms and Conditions.
- 3.2. In order to provide the Service, MetroFibre may be required to conduct an economic and network feasibility process to determine the viability of the Service in the Customer Premises. **THE CUSTOMER HEREBY AUTHORISES METROFIBRE TO APPROACH ANY NETWORK PROVIDER OR OTHER PARTY IN ORDER TO OBTAIN SUCH INFORMATION.**
- 3.3. **METROFIBRE MAY NEED TO ENTER INTO AGREEMENTS OR ARRANGEMENTS WITH THIRD PARTIES IN ORDER FOR METROFIBRE TO DELIVER THE SERVICES WHICH MAY REQUIRE METROFIBRE TO SHARE CERTAIN OF THE CUSTOMER'S PERSONAL INFORMATION WITH SUCH THIRD PARTIES. THE CUSTOMER**

HEREBY AUTHORISES METROFIBRE TO ENTER INTO ANY SUCH AGREEMENT OR ARRANGEMENT ON THE CUSTOMER'S BEHALF AS MAY BE NECESSARY.

- 3.4. **THE CUSTOMER UNDERTAKES TO PROVIDE METROFIBRE WITH ALL INFORMATION AND DOCUMENTATION REQUIRED UNDER RICA, INCLUDING A CERTIFIED PHOTOCOPY OF THE IDENTIFICATION DOCUMENT OF THE CUSTOMER'S BUSINESS REPRESENTATIVE AS WELL AS A CERTIFIED PHOTOCOPY OF THE CUSTOMER'S BUSINESS LETTERHEAD; PRIOR TO THE SERVICES BEING ACTIVATED. THE CUSTOMER ACKNOWLEDGES THAT METROFIBRE MAY NOT PROVISION ANY SERVICES TO THE CUSTOMER UNTIL SUCH A TIME AS THE CUSTOMER HAS COMPLIED WITH THIS CLAUSE 3.4.**
- 3.5. Where an electronic Order Form is placed through the MetroFibre portal/website, the order as selected and executed by MetroFibre will be billed to the person whose name is set out at the top of the Order Form.
- 3.6. Except as expressly set out in these Terms and Conditions, all warranties, representations or agreements, with respect to the provision of the MetroSwitch VOIP Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law. Without limiting the generality of the foregoing, MetroFibre does not warrant that the MetroSwitch VOIP Services will be fit for or suitable for Customer's purposes, be uninterrupted or error free, or that defects in the MetroSwitch VOIP Services will be remedied. The Customer assumes and accepts all risk associated with the use of the MetroSwitch VOIP Services.
- 3.7. By countersigning, signing or completing any Order Form in whatever format and returning same to MetroFibre, the Customer agrees and accepts that it has entered into a valid and binding contractual agreement with MetroFibre on such terms and conditions as set out in the Order Form together with the provisions of these Terms and Conditions.
- 3.8. In addition to the terms set out in these Terms and Conditions, the MetroSwitch VOIP Services shall be subject to all mandatory legal requirements in South Africa, including but not limited to the regulatory environment as well as POPIA.

4. DURATION

- 4.1. The duration of any MetroSwitch VOIP Services is as per the Order Form and is provided on a month-to-month basis. However, if the Customer elects to lease any of the MetroFibre Devices, the contract duration will be defined by the term selected by the

Customer as per clause 5.2 below.

- 4.2. The Customer may terminate these Terms and Conditions at any time by giving 1 (one) calendar months' notice in writing to MetroFibre.
- 4.3. If the conclusion of these Terms and Conditions is as a result of direct marketing, the Customer has the right to terminate these Terms and Conditions without reason or penalty within 5 (five) Business Days of the later of the date upon which these Terms and Conditions was entered into or the date on which any MetroFibre Device was delivered to the Customer.

5. DEVICES

- 5.1. On request of the customer, MetroFibre will provide and install compatible hardware/telephones ("**MetroFibre Devices**") to enable the MetroSwitch VOIP Service.
- 5.2. The Customer will have the option to purchase these MetroFibre Devices at the onset of the contact term at a rate to be agreed on between the Customer and MetroFibre, or alternatively to lease the MetroFibre Devices for 12 (twelve), 24 (twenty-four) or 36 (thirty-six) months ("**Contract Term**"). If the Customer does not purchase the MetroFibre Devices at the commencement of the contract, the MetroFibre Devices remain the property of MetroFibre.
- 5.3. Upon cancellation or termination of the Contract Term, the MetroFibre Devices will be collected by MetroFibre. Upon cancellation or termination of the Contract Term, the MetroFibre Devices can also be purchased by the Customer, at a rate to be agreed on between the Customer and MetroFibre.
- 5.4. MetroFibre will offer a back-to-back warranty on all MetroFibre Devices that are purchased by the Customer. This means for example that if the supplier offers a 12 (twelve) month warranty, then this 12 (twelve) month warranty will be passed on to the Customer. The Customer will be responsible for returning the defective MetroFibre Device to MetroFibre and MetroFibre will facilitate the replacement of the MetroFibre Device.
- 5.5. If the Customer has leased the MetroFibre Device and is within their Contract Term, MetroFibre will replace the defective MetroFibre Device, provided that the damage to the MetroFibre Device has not been caused by willful misconduct or negligence on the part of the Customer, its visitors, employees, contractors, Third Parties or the like.
- 5.6. MetroFibre shall not be liable for any loss or damage caused by Third Parties to a

Customer Device or a MetroFibre Device. Any loss or damage caused by Third Parties will be for the Customer's own account. If a Third Party causes damage to a MetroFibre Device, MetroFibre will be entitled to replace the MetroFibre Device and bill the charge to the Customer's account.

- 5.7. Should the Customer wish to use their own Customer Device, they will have to confirm with the MetroFibre Voice Team to ensure that their Customer Device/s are compatible with the MetroSwitch VOIP Service. During the MetroFibre Site Survey, the MetroFibre team will assess and confirm if the Customer Devices are configurable and permitted for use. It is the responsibility of the Customer to confirm the specific costs for the configuration of these Customer Devices.
- 5.8. MetroFibre will not be liable for any configuration problems or additional costs associated with configuration troubleshooting on Customer Devices that have not been supplied by MetroFibre.
- 5.9. Customers who wish to purchase additional extensions can only upgrade to a higher package and are not permitted to purchase single extensions. Customers who upgrade will not be charged any additional once-off fees. However, if the Devices are required to be configured, a call-out charge and configuration charges will be applicable as per the Order Form.
- 5.10. Customers who wish to downgrade their package can do so by providing 1 (one) month written notice to biz.orders@metrofibre.co.za. Downgrades are not applicable to MetroFibre Devices that are still in a Contract Term.
- 5.11. MetroFibre further offers the MetroFone product, which is a mobile application which supports VOIP functionality. MetroFone seamlessly integrates with MetroSwitch and is available to customers. MetroFone potentially eliminates the need for physical hardware/devices. More information on the MetroFone product can be found on www.metrofibre.co.za or customers can contact their SMME representative.

6. INSTALLATION

- 6.1. The Customer will be charged a call-out fee in the event that MetroFibre is required to travel to the Customer Premises.
- 6.2. In addition to the call-out fee, a connection fee will be charged for each Device that requires configuration to connect to the MetroSwitch VOIP Service.
- 6.3. No call-out fee will be charged if the Customer requires more than 10 (ten) Devices to

be configured. The connection fee per Device will still however be applicable.

- 6.4. The Customer will be responsible for all LAN cabling to ensure connectivity to all the extensions provided. MetroFibre can, on request, provide a list of our partners that can complete the work for the Customer. These providers can be appointed by the Customer at the Customer's discretion and at their own risk. MetroFibre will not be responsible for managing or providing these services in any way, nor will MetroFibre be liable or accountable for the work performed by these providers.
- 6.5. MetroFibre will use its reasonable endeavours to comply with the installation date requested by the Customer. However, the Customer acknowledges that this will depend on the availability of the service providers and contractors used by MetroFibre and MetroFibre gives no undertaking that it will meet any requested installation date.

7. PORTING OF NUMBERS

- 7.1. MetroFibre offers the service of porting the Customer's number. Should the Customer require this service, they can contact the SMME team on voipsupport@metrofibre.co.za for more information on the service and pricing.
- 7.2. MetroFibre, as "ported to" operator (recipient), may refuse to port a short number or a number used for information or other such services or a number that would clash with another number or code that is in use, or is planned to be used, in its Network.
- 7.3. MetroFibre, as "ported from" operator (donor) may refuse to port a number for the following reasons:
 - 7.3.1. the number is not a valid number on their network;
 - 7.3.2. the number is excluded from number portability as provided for by the Number Portability Regulations;
 - 7.3.3. for a post-paid Customer; the number, account number and/or account holder's identification number does not match;
 - 7.3.4. the classification of the account does not match, for example a request is made under the prepaid procedure for a post-paid account;
 - 7.3.5. the Customer is already subject to suspension of outgoing or incoming calls because of failure to pay a bill;
 - 7.3.6. the number is already subject to a porting process;
 - 7.3.7. the number has already been ported in the last two months;

- 7.3.8. the number and account number do not match, or the port request is unauthorised; and
- 7.3.9. any other reason determined to by the Authority and notified to MetroFibre and other operators in in writing.

8. LIMITATIONS OF THE METROSWITCH VOIP SERVICE

- 8.1. The MetroSwitch VOIP Services are dependent on the installation of an ONT / TP at the Customers Premises and connectivity to the Network.
- 8.2. **THE CUSTOMER ACKNOWLEDGES THAT THE METROSWITCH VOIP SERVICE WILL NOT FUNCTION DURING A POWER OUTAGE AND MAY FURTHER NOT FUNCTION RELIABLY DURING PERIODS OF NETWORK CONGESTION. VOIP ADAPTORS DO NOT WORK WITHOUT POWER. IN THE EVENT OF A POWER FAILURE THE METROSWITCH VOIP SERVICE WILL NOT WORK WITHOUT THE CUSTOMER PROVIDING ELECTRICITY LOCALLY TO POWER THE DEVICES.**
- 8.3. **FURTHERMORE, THE METROSWITCH VOIP SERVICE MAY BE SUBJECT TO INTERFERENCE AND DISRUPTION OF SERVICES AND EQUIPMENT. METROFIBRE MAKES NO GUARANTEE IN RESPECT OF THE METROSWITCH VOIP SERVICE'S UPTIME AND AVAILABILITY.**
- 8.4. **THE METROSWITCH 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 METROSWITCH VOIP SERVICE, THE INTERNET, THE SERVICE OF MODEMS / FAXES AND CUSTOMER DEVICES ON THE NETWORK, AND/OR THE CONNECTIVITY OF ANY ONT OR TP.**
- 8.5. Because of the need to conduct repair and maintenance activity from time to time, the MetroSwitch VOIP Service may be suspended without notice.
- 8.6. In the event of scheduled system maintenance, Customers will be provided with a reasonable notice. There will be no credit for any downtime experienced.
- 8.7. Should the Customer experience any connectivity issues, they should report the issue immediately via email to biz.support@metrofibre.co.za or telephonically on 087 151 4000.

9. BILLING AND PAYMENT

- 9.1. The Customer shall select any one of the MetroSwitch VOIP Service Packages on the

Order Form.

- 9.2. There are four packages which a customer can choose from, namely MetroSwitch5 MetroSwitch10, MetroSwitch15 and MetroSwitch20. Charges for calls to international destinations outside of South Africa are excluded from all MetroSwitch 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. Only international destinations deemed as 'safe' by MetroFibre will be opened for outbound calls. This safe list will be provided upon request and is subject to change without notice. Should a Customer request an international destination which is not on the MetroFibre safe list, further documentation will need to be provided by MetroFibre and signed by the Customer. International calls shall be charged separately at the default rate and falls outside any of the MetroSwitch packages. The international dialing list is available on request and is subject to change from time to time, without notice.
- 9.3. 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 all MetroSwitch VOIP Service Packages and the Customer shall be charged the applicable default shared call rate.
- 9.4. As a value-add, MetroFibre offers free inter-branch calls.
- 9.5. On Activation, MetroFibre will issue a pro-rated invoice for the remainder of the first month (if applicable) and thereafter at the beginning of each month on a month-to-month basis. **THE CUSTOMER MUST CONTACT METROFIBRE IMMEDIATELY ON 087 151 4000 IF THE CUSTOMER DOES NOT RECEIVE AN INVOICE WITHIN 2 (TWO) DAYS AFTER THE ACTIVATION DATE OR WITHIN 2 (TWO) DAYS OF THE BEGINNING OF ANY SUBSEQUENT MONTH, AS THIS MAY MEAN THAT METROFIBRE HAS INCORRECT CONTACT DETAILS FOR THE CUSTOMER AND THE CUSTOMER'S SERVICE MAY BE SUSPENDED, IF ANY DUE AND OWING AMOUNTS ARE NOT TIMEOUSLY RECEIVED.**
- 9.6. The Customer will be billed monthly in advance for 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.
- 9.7. The Customer shall pay the MetroSwitch VOIP Services fees and charges within 7

(seven) 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 MetroSwitch VOIP Services, irrespective of whether or not the MetroSwitch VOIP Service is used.

- 9.8. The Order Form/ voice authorisation makes provision for signing a debit order/ authorising a debit order in favour of MetroFibre. If the Customer opts for this method of payment, MetroFibre will submit the debit order to the Customer's bank at month end and will instruct that payment be deducted on the date stipulated on the Order Form, and on successful receipt of the debit order, MetroFibre will process the payment to the Customer's connectivity account.
- 9.9. Different payment methods have different time implications depending on the process involved to record and account for the payments. Payments may take up to 48 (forty-eight) hours to reflect in MetroFibre's bank account, depending on which bank holds the Customer's account. After the Customer's payment reflects in MetroFibre's bank account, it can take up to 48 (forty-eight) hours to process the payment against the Customer's connectivity account. The responsibility rests with the Customer as the user to ensure that an EFT payment is made in time for effective processing, and to avoid suspension of the Customer's connectivity account.
- 9.10. In order to speed up the processing of the order, MetroFibre will accept proof of payment. MetroFibre will, however, validate the received proof of payment against the deposit reflecting in MetroFibre's account within 48 (forty-eight) hours. If the validation fails, the MetroSwitch VOIP Service will be suspended.
- 9.11. Should a Customer's account not be paid within 7 (seven) days as per clause 9.7, MetroFibre reserves the right to suspend the Customer's account. The account will be reactivated once proof of payment is received, which can take up to 24 (twenty-four) hours.
- 9.12. **THE CUSTOMER SHALL BE LIABLE FOR THE APPLICABLE REACTIVATION/RECONNECTION CHARGES TO RESTORE ANY SERVICES SUSPENDED DUE TO NON-PAYMENT OR LATE PAYMENT OF CHARGES THAT ARE DUE AND PAYABLE IN TERMS OF THESE TERMS AND CONDITIONS.**
- 9.13. MetroFibre shall be entitled to change the Charges payable by the Customer upon 30 (thirty) days' notice. Should the Customer not be amenable to paying the amended Charges the Customer may terminate the Terms and Conditions with MetroFibre in accordance with clause 4.2 of these Terms and Conditions.

- 9.14. MetroFibre will not investigate billing disputes older than 3 (three) months and will not provide the Customer with credits for invoices older than 3 (three) months.
- 9.15. **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.**

10. SUSPENSION AND TERMINATION OF SERVICES

- 10.1. MetroFibre may, at its sole discretion and without prejudice to any right which it might have to terminate these Terms and Conditions, or elect to immediately suspend the provision of the MetroSwitch VOIP Services (or part thereof) at any time if MetroFibre:
- 10.1.1. is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
- 10.1.2. has reasonable grounds to consider that the MetroSwitch VOIP Services are being used fraudulently, illegally and/or against the principles of the Fair Use Policy; and
- 10.1.3. has reasonable grounds to believe that the Customer has not or will not or is unable to make any payment which is due or is to fall due to MetroFibre hereunder.
- 10.2. If MetroFibre exercises its right to suspend the MetroSwitch VOIP Services (or part thereof) pursuant to clause 10.1 it shall, whenever reasonably practicable, give prior notice of such suspension to the Customer which notice will state the grounds of such suspension and its expected duration. MetroFibre shall in such circumstances use all reasonable endeavours to resume the MetroSwitch VOIP Services as soon as is practically possible.
- 10.3. Each MetroSwitch VOIP Service Package contains an automatic limit or cap as provided for in the Order Form per month, to protect the Customer against unlawful and unauthorised usage of the MetroSwitch 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 METROSWITCH VOIP SERVICE UNTIL SUCH TIME AS IT HAS CONFIRMED USAGE AND FEES WITH THE CUSTOMER. SHOULD THE CUSTOMER NOT SELECT A LIMIT OR CAP, THE CUSTOMER AGREES TO BE LIABLE FOR ALL**

VOIP USAGE HOWSOEVER ARISING.

- 10.4. MetroFibre may, upon notice to the Customer, suspend the Customer's full use of the MetroSwitch VOIP Services, if the Customer fails to perform any obligation under these Terms and Conditions or breaches any term of these Terms and Conditions. MetroFibre will provide the Customer with 24 hours' notice, prior to suspension.
- 10.5. **BILLING OF ALL FEES AND CHARGES MAY CONTINUE TO ACCRUE DURING SUSPENSION.**
- 10.6. **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 TERMS AND CONDITIONS AND ANY ASSOCIATED SERVICE OBTAINED UNDER THE TERMS AND CONDITIONS WITHOUT ANY FURTHER NOTICE TO THE CUSTOMER.**
- 10.7. The MetroSwitch VOIP Service runs on a month-to-month basis, however should the Customer be in a Contract Term as per clause 5.2 and terminates the contract whilst in the Contract Term, the Customer will be liable to pay an early cancellation fee.
- 10.8. **THE CUSTOMER REMAINS RESPONSIBLE FOR ALL AMOUNTS DUE IN TERMS OF THESE TERMS AND CONDITIONS UP UNTIL THE DATE OF TERMINATION, TOGETHER WITH ANY COSTS OR EXPENSES RELATING TO THE CANCELLATION OF THE METROSWITCH VOIP SERVICES, INCLUDING, BUT NOT LIMITED TO THE REPLACEMENT COST OF ANY PRODUCT OR METROFIBRE DEVICE WHICH METROFIBRE IS UNABLE TO RECOVER FOR ANY REASON.**
- 10.9. MetroFibre is entitled to immediately deactivate the Services on the date of termination or cancellation and shall have no further obligation to the Customer after such termination or cancellation of the MetroSwitch VOIP Services.
- 10.10. In the event that MetroFibre in its sole and unfettered discretion, elects to collect the MetroFibre Devices from the Customer Premises, the Customer shall grant reasonable access to MetroFibre, or shall ensure that suitable access is granted, to enable MetroFibre to remove the MetroFibre Devices or any other equipment related thereto from the Customer Premises.

11. FORCE MAJEURE

- 11.1. 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 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 Terms and Conditions.

- 11.2. 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.
- 11.3. The Party declaring an Event of Force Majeure shall use all reasonable endeavors and employ all reasonable means to overcome or abate the Event of Force Majeure as quickly as possible.
- 11.4. 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 Terms and Conditions forthwith upon 14 (fourteen) days' prior written notice to the other.

12. LIMITATION OF LIABILITY

- 12.1. **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 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.**
- 12.2. Service credits shall not apply to the MetroSwitch VOIP Services.
- 12.3. **WHILE METROFIBRE SHALL MAKE EVERY EFFORT TO ASSIST THE CUSTOMER IN THE PORTING OF GEOGRAPHIC, NON-GEOGRAPHIC AND TOLL FREE 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.**

13. PERSONAL INFORMATION

- 13.1. **IN ORDER TO RENDER THE SERVICES OR TO COMPLY WITH THE OBLIGATIONS IMPOSED ON METROFIBRE IN ACCORDANCE WITH THESE TERMS AND**

CONDITIONS, METROFIBRE WILL NEED TO PROVIDE, COLLECT, USE, STORE OR PROCESS THE PERSONAL INFORMATION OF THE CUSTOMER. THE CUSTOMER HEREBY AUTHORISES SUCH COLLECTION, USE, STORAGE AND PROCESSING WHERE THE NEED ARISES, SUBJECT TO COMPLIANCE WITH THE FURTHER PROVISIONS OF THIS CLAUSE 13.

13.2. METROFIBRE SHALL COMPLY WITH ITS OBLIGATIONS UNDER POPIA IN RESPECT OF ALL PERSONAL INFORMATION PROCESSED BY IT IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE METROSWITCH VOIP SERVICES.

13.3. METROFIBRE SHALL ONLY PROVIDE, COLLECT, USE, STORE OR PROCESS PERSONAL INFORMATION:

13.3.1. AS IS NECESSARY FOR THE PURPOSES OF THESE TERMS AND CONDITIONS AND THE METROSWITCH VOIP SERVICES;

13.3.2. FOR MAINTAINING ITS INTERNAL ADMINISTRATIVE PROCESSES, INCLUDING QUALITY, RISK AND CUSTOMER MANAGEMENT PROCESSES WHICH INCLUDES VERIFYING FINANCIAL AND OTHER PERSONAL INFORMATION AND CONDUCTING ALL SUCH INVESTIGATIONS AS MAY BE REQUIRED IN LAW INCLUDING BUT NOT LIMITED TO INVESTIGATIONS TO DETERMINE, VERIFY OR MONITOR IDENTITY/OWNERSHIP AND CONTROL STRUCTURES (AS MAY BE APPLICABLE), BANK ACCOUNT DETAILS, RISK PROFILE AND SOURCE OF FUNDS;

13.3.3. FOR INTERNAL AND EXTERNAL BUSINESS-RELATED PURPOSES AND STATISTICAL OR RESEARCH PURPOSES; AND

13.3.4. IN ACCORDANCE WITH THE LAWFUL AND REASONABLE INSTRUCTIONS OF THE CUSTOMER PROVIDING THE PERSONAL INFORMATION.

13.4. METROFIBRE SHALL:

13.4.1. COMPLY WITH THE SPECIFIC SECURITY AND PERSONAL INFORMATION PROTECTION OBLIGATIONS IMPOSED ON IT IN TERMS OF POPIA;

13.4.2. WHERE APPLICABLE, COMPLY WITH THE SPECIFIC OBLIGATIONS IMPOSED ON IT IN TERMS OF POPIA IN RESPECT OF THE SPECIFIC ROLE IT FULFILS IN TERMS OF PROVIDING THE METROSWITCH VOIP SERVICES AS AGREED BETWEEN THE PARTIES; AND/OR

13.4.3. TAKE, IMPLEMENT AND MAINTAIN ALL SUCH TECHNICAL AND ORGANISATIONAL SECURITY PROCEDURES AND MEASURES NECESSARY OR APPROPRIATE TO PRESERVE THE SECURITY AND CONFIDENTIALITY OF THE PERSONAL INFORMATION IN ITS POSSESSION AND TO PROTECT SUCH PERSONAL INFORMATION AGAINST UNAUTHORISED OR UNLAWFUL

DISCLOSURE, ACCESS OR PROCESSING, ACCIDENTAL LOSS, DESTRUCTION OR DAMAGE.

- 13.5. METROFIBRE MAY SHARE THE CUSTOMER'S PERSONAL INFORMATION WITH ITS CONTRACTORS, EMPLOYEES, PROFESSIONAL ADVISORS OR OTHER THIRD PARTIES WHERE NECESSARY IN ORDER TO PROTECT THE LEGITIMATE INTERESTS OF ANY OF THE PARTIES OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE METROSWITCH VOIP SERVICES.**
- 13.6. METROFIBRE MAY NOTIFY THE CUSTOMER ABOUT IMPORTANT DEVELOPMENTS, PROPOSALS AND SERVICES WHICH IT THINKS MAY BE RELEVANT TO THE CUSTOMER, INCLUDING ADVISING THE CUSTOMER ON CURRENT OFFERINGS, SENDING THE CUSTOMER NEWSLETTERS, INVITATIONS TO SEMINARS AND SIMILAR MARKETING MATERIAL. THE CUSTOMER SHALL NOTIFY METROFIBRE IF IT DOES NOT WISH TO RECEIVE ANY ELECTRONIC OR OTHER COMMUNICATIONS FROM METROFIBRE.**
- 13.7. COMMUNICATIONS BETWEEN METROFIBRE AND THE CUSTOMER WHETHER ELECTRONIC, TELEPHONIC OR OTHERWISE, MAY BE MONITORED BY METROFIBRE TO ENSURE COMPLIANCE WITH ITS OWN STANDARDS AND INTERNAL COMPLIANCE POLICIES.**
- 13.8. METROFIBRE MAY FOR PURPOSES OF THE COLLECTION, USE, STORAGE OR PROCESSING THEREOF, NEED TO TRANSFER THE CUSTOMER'S PERSONAL INFORMATION TO:**
 - 13.8.1. OUTSOURCED INFORMATION TECHNOLOGY SERVICE PROVIDERS; OR**
 - 13.8.2. ANOTHER COUNTRY FOR LEGITIMATE PURPOSES, INCLUDING WITHOUT LIMITATION THE USE OF CLOUD-BASED SOLUTIONS.**
- 13.9. THE CUSTOMER CONSENTS TO METROFIBRE USING OUTSOURCED INFORMATION TECHNOLOGY SERVICE PROVIDERS AND CLOUD-BASED COMPUTER SOLUTIONS TO PROCESS THE PERSONAL INFORMATION OF THE CUSTOMER AND THE CUSTOMER FURTHER CONSENTS TO THE STORAGE OF THE CUSTOMER'S PERSONAL INFORMATION OUTSIDE OF THE BORDERS OF THE REPUBLIC OF SOUTH AFRICA, TO THE EXTENT REQUIRED AND AS MAY BE APPLICABLE.**
- 13.10. METROFIBRE WILL IN RELATION TO CLAUSE 13.9, REQUIRE THAT ANY THIRD PARTY, OUTSOURCED SERVICE PROVIDER OR FOREIGN LEGAL ENTITY INVOLVED IN THE COLLECTION, USE, STORAGE OR PROCESSING,**

UNDERTAKES TO ENSURE THAT SUCH PERSONAL INFORMATION IS PROTECTED WITH THE SIMILAR LEVEL OF PROTECTION AS IS REQUIRED IN TERMS OF CLAUSE 13.4.

- 13.11. THE CUSTOMER CONFIRMS THAT IT HAS, WHERE RELEVANT, PROCURED THE CONSENT OF ITS HOLDING COMPANY AND ITS SUBSIDIARY/IES WHOSE PERSONAL INFORMATION IS PROVIDED TO METROFIBRE FOR THE PROCESSING OF SUCH INFORMATION BY METROFIBRE FOR THE AFOREMENTIONED AND RELATED PURPOSES. THE CUSTOMER INDEMNIFIES METROFIBRE AGAINST ANY LOSS, LIABILITY, DAMAGE OR EXPENSE (INCLUDING INTEREST AND PENALTIES) SUFFERED OR INCURRED BY METROFIBRE DUE TO YOUR FAILURE TO OBTAIN THE NECESSARY CONSENT.**
- 13.12. THE CUSTOMER UNDERTAKES TO NOTIFY METROFIBRE OF ANY CHANGES OR ERRORS TO THE PERSONAL INFORMATION WHICH THE CUSTOMER PROVIDED TO METROFIBRE. METROFIBRE WILL UPDATE THE CUSTOMER'S PERSONAL INFORMATION WITHIN A REASONABLE PERIOD OF BEING NOTIFIED OF ANY CHANGES OR ERRORS.**
- 13.13. SHOULD THE CUSTOMER BELIEVE THAT METROFIBRE HAS UTILISED ITS PERSONAL INFORMATION CONTRARY TO THE DIRECTIVES OF POPIA, THE CUSTOMER UNDERTAKES TO FIRST ATTEMPT TO RESOLVE ANY CONCERNS WITH METROFIBRE BY ADDRESSING A COMPLAINT IN WRITING TO THE METROFIBRE INFORMATION OFFICER'S EMAIL ADDRESS AT infoOfficer@metrofibre.co.za OR BY CALLING 087 151 4000. IF YOU ARE NOT SATISFIED WITH THE OUTCOME OF SUCH PROCESS, YOU HAVE THE RIGHT TO LODGE A COMPLAINT WITH THE INFORMATION REGULATOR AS ESTABLISHED IN TERMS OF POPIA.**

14. CONFIDENTIALITY

- 14.1. Each Party hereunder, shall:**
- 14.1.1. only use Confidential Information for the purposes of these Terms and Conditions;**
- 14.1.2. only disclose Confidential Information to a third party with the prior written consent of the other Party (except that either Party may disclose Confidential Information on a need to know-basis, to its employees, agents or Contractors, including professional advisors or auditors); and**
- 14.1.3. ensure that any third party to whom Confidential Information is disclosed executes a**

confidentiality undertaking substantially similar to the terms of this clause 14. The provisions of this clause shall not apply to any Confidential Information which: (i) is in or comes into the public domain other than by breach of this clause 14; or (ii) is or has been independently generated by the receiving Party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.

15. GOOD FAITH, ANTI-BRIBERY AND CORRUPTION

- 15.1. In the implementation of these Terms and Conditions, the Parties undertake to observe the utmost good faith in their dealings with each other, and they warrant that they will not do anything which might prejudice or detract from the rights, assets or interests of the other Party. No Party shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, or otherwise degrade the other Party's reputation in the business, legal or ICT sector or the public in general, except for notifications required in terms of section 22 of POPIA or other statements of fact made during the course of business.
- 15.2. For the purposes of clauses 15.3 to 15.6 "**Associated Person**" means in relation to the Customer, a person who (by reference to all the relevant circumstances) performs services for or on behalf of the Customer in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and sub-contractor/s.
- 15.3. The Customer undertakes at all times to ensure that nothing which may be detrimental to the image, good name and reputation of MetroFibre is done or published by the Customer or any of its employees, agents, subsidiaries, representatives or subcontractors, and furthermore to take all reasonable steps to avoid any unfavourable publicity for MetroFibre and shall procure that any Associated Person does the same.
- 15.4. The Customer undertakes to comply with all applicable anti-bribery and corruption laws (collectively the "**Anti-Bribery Laws**") and shall procure that any Associated Person does the same.
- 15.5. The Customer warrants and undertakes that:
- 15.5.1. it has and will at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under or violate the Anti-Bribery Laws;
- 15.5.2. no financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by MetroFibre or any third party) by or on behalf of

the Customer in connection with these Terms and Conditions, unless details of any such arrangement has been disclosed to and approved by MetroFibre in writing;

- 15.5.3. it will not, and shall procure that any Associated Person does not, enter into a financial or other relationship with any employee of MetroFibre which creates an actual or potential conflict of interest, unless previously approved by MetroFibre; and
- 15.5.4. it will not, and shall procure that any Associated Person does not, make any type of political contribution or charitable donation on behalf of MetroFibre whether directly or indirectly.
- 15.6. The Customer shall promptly report to MetroFibre in writing upon becoming aware that it or any of its Associated Persons is in contravention of this clause 15.

16. CESSION, ASSIGNMENT AND SUB-CONTRACTING

- 16.1. The Customer may not cede or assign any of its rights or obligations under these Terms and Conditions, nor transfer the MetroFibre Devices or any part thereof to any third party or permit any third party to use the MetroFibre Devices or any part thereof without MetroFibre's prior written consent.
- 16.2. MetroFibre shall be entitled to cede and/or assign any of its rights or obligations under these Terms and Conditions or to appoint contractors to carry out any of its obligations under the Terms and Conditions, without consent from the Customer.

17. DOMICILIA AND NOTICES

- 17.1. The Parties select as their respective *domicilia citandi et executandi*, and for the purposes of giving or sending any notice or communication provided for or required in terms of these Terms and Conditions, the addresses (including email addresses) as set out below:

MetroFibre Physical Address: Eco Square, 298 Witch-Hazel Avenue, Highveld Ext. 71, Centurion, 0157

Postal Address: P O Box 50112, Randjesfontein, 1683

For legal notices - Email: legal@metrofibre.co.za

For cancellations - Email: biz.cancellations@metrofibre.co.za or biz.finance@metrofibre.co.za

For complaints – Email: biz.complaints@metrofibre.co.za

For Personal Information queries – Email: infoOfficer@metrofibre.co.za

The Customer: As per the Order Form.

- 17.2. The physical address and the e-mail address specified in the Order Form will be utilised to contact the Customer. The Customer must notify MetroFibre in writing of any change in any one or more of its details set out in the Order Form within 7 (seven) days of any such change taking effect.
- 17.3. MetroFibre may change its *domicilium* address by updating its *domicilium* details on www.metrofibre.co.za.
- 17.4. Any notice required or permitted to be given in terms of these Terms and Conditions shall be given in writing and shall be delivered by hand to the physical *domicilium* address of the other Party or sent via e-mail to the chosen e-mail address.
- 17.5. Notwithstanding anything to the contrary in this clause, a written notice or communication actually received by any Party, shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

18. DISCLOSURE

- 18.1. **THE CUSTOMER WARRANTS AND REPRESENTS THAT ALL INFORMATION PROVIDED IN THE ORDER FORM OR ELSEWHERE RELATING TO THESE TERMS AND CONDITIONS, ARE TRUE, CORRECT AND COMPLETE AND THE CUSTOMER INDEMNIFIES METROFIBRE AGAINST ANY CLAIM THAT MAY ARISE AS A RESULT OF A BREACH OF THIS WARRANTY.**
- 18.2. **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.**
- 18.3. **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.**
- 18.4. 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.

19. GENERAL

- 19.1. These Terms and Conditions constitutes the entire understanding between the Parties, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein.
- 19.2. 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 provisions 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 NOTICE OF ANY SUCH REVISED OR UPDATED VERSION WILL BE PROVIDED TO THE CUSTOMER. SHOULD THE CUSTOMER NOT BE COMFORTABLE WITH ANY REVISIONS TO THESE TERMS AND CONDITIONS, THE CUSTOMER MAY TERMINATE THE TERMS AND CONDITIONS IN ACCORDANCE WITH THE PROVISIONS SET OUT IN THESE TERMS AND CONDITIONS.**
- 19.3. If any part of these Terms and Conditions is 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.
- 19.4. These Terms and Conditions shall be subject to and shall be governed by the laws of the Republic of South Africa.
- 19.5. **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.**
- 19.6. Dispute resolution and escalation:
- 19.6.1. Subject to clause 19.6.2 below, the Customer shall be entitled to refer any dispute between itself and MetroFibre regarding the installation and/or accessibility of MetroSwitch VOIP Services to the Authority or to refer any matter to any other

regulatory body having jurisdiction in respect thereof.

- 19.6.2. 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.
- 19.6.3. **THE CUSTOMER SHALL REFRAIN FROM ATTACKING METROFIBRE OR ITS CONTRACTORS ON ANY SOCIAL MEDIA PLATFORMS FOR DELAYS IN INSTALLATION AND/OR INTERRUPTIONS OF THE METROSWITCH VOIP SERVICES AND/OR 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 SLANDER/DEFAMATION AGAINST THE CUSTOMER FOR ANY UNTRUE STATEMENTS MADE ON SOCIAL MEDIA IN ADDITION TO CANCELLING THE TERMS AND CONDITIONS AS AFOREMENTIONED.**
- 19.7. The Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties to enter into these Terms and Conditions and that the person signing any documentation on Customer's behalf shall be duly authorised thereto.

ANNEXURE A - VOICE SERVICE LEVEL AGREEMENT

Definitions

- 1.1. **“Uptime”** is the amount of service availability measured as a percentage of 43200 minutes
(Excludes MetroFibre planned maintenance).
- 1.2. **“Incident”** is used interchangeably with **“Fault”**.
- 1.3. **“Mean Time to Respond”** The time taken to contact the customer.
- 1.4. **“P1”**: Priority 1 – Major system outage with all users affected. Customer cannot continue with normal operations
- 1.5. **“P2”**: Priority 2 – Major system failure with many users affected. Business can continue but is impaired.
- 1.6. **“P3”**: Priority 3 – Minor fault or operational problem, causing user problems but not affecting day to day operation.

WI-FI/LAN ISSUES ARE EXPRESSLY EXCLUDED FROM THE SERVICE LEVELS FOR MINOR FAULTS, DUE TO THE LACK OF CONTROL OVER END-USER’S WI-FI/LAN USE AND PHYSICAL ENVIRONMENTS.

Category	Description	SLA
Incident Management	<ul style="list-style-type: none"> - Customer Incident Logging via email or telephone. - Mean time to respond - Incident Ownership - Troubleshooting and feedback to customer - On-site Engineer visits - Reporting: Incident Reports (4 days after incident) 	<p>8am to 5pm Business days</p> <p>1 Hour</p> <p>VoIP Support</p> <p>P1- Hourly Updates to Resolution P2- Updates every 4 hours to resolution P3- Daily Updates to resolution</p> <p>Yes. Billable if problem is on customers side/equipment.</p> <p>On request</p>

Request Fulfilment	<ul style="list-style-type: none"> - 1st line management of basic user change requests: Examples password change or requests for information. - Mean time to respond 	<p>8am to 5pm Business days</p> <p>1 hour</p>
SLA Stock	<ul style="list-style-type: none"> - Hardware Replacement 	Best Effort
Uptime	<ul style="list-style-type: none"> - Measured between MetroFibre Core and Terminating Router on site. - Within the MetroFibre core 	<p>Best Effort – dependant on the data link which enables VoIP</p> <p>99% (Excludes planned maintenance)</p>

Depending on whether the Customer experiences a minor or serious fault, the Customer should escalate the fault by following the below escalation levels:

Name	Escalation Channel	Escalation	Time Frame	Contact Email Address	Ext Number
VOIP - Sales / Accounts / Finance	Group	First Request		VOIP@metrofibre.co.za	0871514000
VOIP Support Centre	Group	First Request		Voipsupport@metrofibre.co.za	0871514000
	Voice Implementations & Support Manager	1st Level		Email address to be provided directly to customers at the onboarding stage	5185
	Senior Voice Engineer	2nd Level		Email address to be provided directly to customers at the onboarding stage	5137
	Voice Platform Manager	3rd Level	<u>24 hours after first request</u>	Email address to be provided directly to customers at the onboarding stage	5067
	Head of Service delivery	4th level		Email address to be provided directly to customers at the onboarding stage	5071