

BLAZE FIBRE RESIDENTIAL SERVICE STANDARD TERMS AND CONDITIONS

Thank you for choosing Blaze Fibre (Pty) Limited to provide you with the services ("the Services") and/or products ("the Products") for the minimum initial period ("Initial Period") you have agreed to in the Services Contract. As the customer, you agree that these standard terms and conditions shall apply to the provision of such Products and/or Services. Blaze Fibre reserves the right to amend its terms and conditions from time to time upon notice to the Customer.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the words hereunder will have the meanings assigned to them below:
- 1.1.1 "Agreement" means these Standard Terms and Conditions and any Services Contract, Service Level Agreement, Application Form, Schedules, Annexures and attachments hereto which may be amended from time to time;
- 1.1.2 "Contented" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third-party fibre access network over which the Blaze Fibre service is delivered.
- 1.1.3 "Contract Value" means the total cost of the Service/s being provided to the Customer by Blaze Fibre in terms of this Agreement;
- 1.1.4 "Customer" means the party specified on the Services Contract to which these Standard Terms and Conditions apply;
- 1.1.5 "Effective Date" means, notwithstanding the date of signature of this Agreement, the date when each Service/s reflected in the Services Contract is activated and commissioned by Blaze Fibre for use by the Customer, irrespective of whether or not the Customer uses the Service/s;
- 1.1.6 "Initial Period" means the initial contract term of the Service/s, as set out in the Services Contract;
- 1.1.7 "Proprietary Information" means any and all trade secrets and data/information of a proprietary and/or confidential nature, including data/information that the parties should reasonably have known to be proprietary or confidential;
- 1.1.8 "Service/s" means all the service/s provided by Blaze Fibre as specified in the Services Contract, including all software and equipment necessary for the provision of the Service/s;
- 1.1.9 "Services Contract" means the document signed by the customer detailing the products, services and related costs associated with the products and services requested;
- 1.1.10 "Blaze Fibre (Pty) Ltd" hereinafter referred to as Blaze Fibre;
- 1.1.11 "Unshaped" means that Blaze Fibre does not prioritise or differentiate between different classes of traffic.
- 1.1.12 "Uncapped" has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminologyguidelines/>
- 1.1.13 "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991;
- 1.2 The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.
- 1.3 In the event of any conflict between the terms of an Application Form and the terms of these Standard Terms and Conditions that cannot be reconciled, then the order of precedence shall be:
- 1.3.1 Application Form;
- 1.3.2 Standard Terms and Conditions.

2 EFFECTIVE DATE AND DURATION

- 2.1 This agreement shall commence on the date on which Blaze Fibre activates the service, such activation being at our sole discretion, and shall endure for the period as stipulated on the Services Contract. The Initial Period shall thereafter be renewed for a further period equal to the initial period, subject to the Customer providing notice as set out in Clause 2.3 below.
- 2.2 If at any time during the currency of the Agreement, the customer upgrades the service, then the effective date in respect of the service/s as upgraded shall be the date when the upgraded service/s first commences.
- 2.3 Either party hereto shall be entitled to terminate or renew this Agreement by way of 1 calendar month's prior notice of termination to be effective at the end of the Initial Period or Renewed Period. Such notice shall be deemed to have been received when received in writing.

3 CHARGES, DEPOSITS AND PAYMENTS

- 3.1 All Service/s provided are to be billed in advance, as of the Effective Date in respect of each Service. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service goes live.
- 3.2 In the event of any "bolt on services" or additional services or upgrades being requested by you, whether on the services contract or at a later stage, the supply of such bolt on services or upgrades will be subject to these terms and conditions as well as additional terms (if applicable), at the relevant additional cost to you. This may include any upgrade or usage based fees applicable to the services you have requested, which will be billed monthly in arrears.
- 3.3 Customer is responsible for and agrees to pay to Blaze Fibre all fees for the Service/s specified in the Services Contract in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
- 3.4 All prices specified in the Services Contract exclude:
- 3.4.1 VAT and any other any taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement, and
- 3.4.2 if applicable, any third party service provider service fees, which Customer has appointed and agrees to make payment directly to the third party service provider for any work they may have performed for the customer, on such terms as agreed between the third party service provider and Customer, and shall at all times be the sole responsibility of the Customer.
- 3.5 Invoicing will be processed and delivered in advance, and all invoices for Services shall be settled monthly via debit order or on payment terms as agreed in writing between Blaze Fibre and the customer and indicated in the Services Contract.
- 3.6 In the event of any dispute arising as to the amount or calculation of any fee or charge to which Blaze Fibre is entitled, the dispute shall be referred for determination to Blaze Fibre' auditors. They shall act as experts and their decision shall be final and binding on Blaze Fibre and the Customer. The cost of the determination shall be paid on demand by the party against whom the determination is made, or as determined by the said auditors.
- 3.7 Any amount falling due for payment by Customer to Blaze Fibre in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, at a rate equal to the prime overdraft rate plus two percent (2%) charged by ABSA Bank from time to time, monthly in advance unless otherwise agreed in the Services Contract.
- 3.8 Blaze Fibre shall be entitled from time to time on 30 (thirty) days prior written notice thereof to Customer to increase the monthly fees referred to in the Services Contract.
- 3.9 Blaze Fibre shall be entitled, in its sole discretion, to determine a credit limit applicable to the customer and services from time to time and will have the authority to suspend the Services should customer exceed such credit limit. However, despite such credit limit being placed on the account, customer will be liable for payment if the credit limit is exceeded. Blaze Fibre may, at its sole and absolute discretion, request a Services deposit equal to one month of the estimated monthly services cost.

4 CUSTOMER'S OBLIGATIONS

- 4.1 Customer shall comply strictly with all relevant regulations imposed on Internet Service provision and Telecommunication services by the various regulatory authorities from time to time.
- 4.2 Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:
- 4.2.1 damages in any way Blaze Fibre's technical infrastructure or any part thereof;
- 4.2.2 impairs or precludes Blaze Fibre from being able to provide the Service/s in a reasonable and business-like manner;
- 4.2.3 constitutes an abuse or malicious misuse of the Service/s; or is calculated to have the abovementioned effect. In such an event, should Blaze Fibre incur expenses to remedy the situation, Blaze Fibre reserves the right to charge the Customer the amount necessary to cover Blaze Fibre's additional expenditure. Notwithstanding the above, Blaze Fibre reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
- 4.3 Customer is prohibited from selling, reselling, sharing or otherwise dealing with the Service/s in any manner whatsoever. Without limitation to the foregoing, any consideration which Customer may receive whilst acting in breach of this prohibition shall be forfeited to Blaze Fibre.
- 4.4 Customer is prohibited from allowing any person other than its family members or guests or other authorised parties, access to the Service/s through any of Customer's equipment, personnel and/or address.
- 4.5 Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.
- 4.6 Any equipment, infrastructure or cabling installed by Blaze Fibre to provide the services as per the Services Contract remains the sole property of Blaze Fibre, and can be removed at any time by Blaze Fibre for whatever reason, should Blaze Fibre so elect to do so. This would exclude any equipment ordered from Blaze Fibre or a third party by the customer and paid for in full by the customer. This may include a telephone handset or customer's own router or switching equipment.
- 4.7 Customer shall at all times adhere to and ensure compliance with any support and customer premises access procedures or schedules published from time to time in order for Blaze Fibre to provide the services to the customer, or any other customer.
- 4.8 In some rare instances Blaze Fibre would need to access to the equipment in certain premises that may affect the services to another customer. This access will be reasonably requested by Blaze Fibre and should be not be unreasonably withheld by the customer.
- 4.9 Under no circumstances may the Customer resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Blaze Fibre, its servants, its agents or any other persons for whom it may be liable in law, if Blaze Fibre interrupts the Service to Customer as it would be entitled to do if Customer is in default of any of its obligations under this Agreement to Blaze Fibre or in the circumstances contemplated in clause 6.4 below.
- 4.10 Customer may not at any time use the Service in contravention of any South African law. In particular, Customer undertakes to familiarize itself and ensure that it is kept continuously apprised of all South African law in force from time to time which has any bearing on the Service and/or its use. Customer acknowledges that Blaze Fibre has no obligation to assist Customer in this regard.
- 4.11 It is the responsibility of the Customer to ensure there is adequate insurance cover in place to cover the replacement costs of any IT equipment provided and installed by Blaze Fibre. This value can be provided on request. The replacement for damages could be due to, but not limited to: Lightning Strikes, Floods, Fire, Theft and Abuse.

5 WARRANTIES

- 5.1 Save as expressly set out in this Agreement, Blaze Fibre does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.
- 5.2 Without limitation to the generality of 5.1 above, Blaze Fibre does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service/s:
- 5.2.1 Will be preserved or sustained in its entirety;
- 5.2.2 will be delivered to any or all of the intended recipients;
- 5.2.3 will be suitable for any purpose;
- 5.2.4 will be free of inaccuracies or defects or bugs or viruses of any kind; or
- 5.2.5 will be secured against intrusion by unauthorised third parties; And Blaze Fibre assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 5.

6 EXCLUSION OF LIABILITY

- 6.1 Except as otherwise expressly provided herein to the contrary, Blaze Fibre shall not be liable to Customer or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against Blaze Fibre or against Customer by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 6.2 Subject to clause 6.1 above, the entire liability of Blaze Fibre and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by Customer under this Agreement for the period of 3 (three) months preceding Customer's written notice to Blaze Fibre in respect of such claim.
- 6.3 Customer hereby indemnifies Blaze Fibre against and holds Blaze Fibre harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which liability of Blaze Fibre is excluded in terms of clause 6.1 above.

6.4	Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time, and all liability on the part of Blaze Fibre of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 6.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Service/s be suspended by Blaze Fibre for the purpose aforementioned for a period in excess of 48 (forty eight) consecutive hours, Blaze Fibre shall give Customer credit in an amount which represents a pro rata portion of Customer's basic monthly subscription fee for the month during which the said suspension occurred, unless a specific Service Level Agreement has been signed between the parties detailing the terms and conditions of the service provision and related penalties for guaranteed uptime of the service provided.
7	DOCUMENTATION
7.1	Any specifications, descriptive matter, drawings and other documents which may be furnished by Blaze Fibre to Customer from time to time:
7.1.1	do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement;
7.1.2	shall remain the property of Blaze Fibre and shall be deemed to have been imparted by it in trust to Customer for the sole use of Customer. All copyright in such documents vests in Blaze Fibre. Such documents shall be returned to Blaze Fibre on demand.
8	BREACH
8.1	Subject to the provisions of clause 8.3 to the contrary, if Customer hereto:
8.1.1	breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from Blaze Fibre;
8.1.2	commits any act of insolvency;
8.1.3	endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice Blaze Fibre' rights hereunder or at all;
8.1.4	allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or
8.1.5	is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestered or voluntarily surrendered; Blaze Fibre shall have the right, without prejudice to any other right which it may have against Customer, to:
8.1.5.1	suspend or terminate the Services;
8.1.5.2	treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Customer until Customer has remedied the breach; and/or
8.1.5.3	cancel this Agreement; in any event without prejudice to Blaze Fibre' right to claim damages.
8.2	Customer shall be liable for all costs incurred by Blaze Fibre in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgment.
8.3	Subject to what is set out in Clause 8.1.1 above, Blaze Fibre shall be entitled to suspend the provision of the Services where Customer breaches any provision of this Agreement or where any payment to Blaze Fibre is overdue by more than 48 hours unless otherwise agreed by both parties in writing.
	SERVICE SUSPENSION
8.4	If the Service (or any part thereof) is suspended as a consequence of the breach, fault, act or omission of the Customer, the Customer shall pay to Blaze Fibre all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
9	INTELLECTUAL PROPERTY
9.1	Notwithstanding anything set out in Clause 10 below, all intellectual property (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service/s provided under this Agreement shall belong to Blaze Fibre. Customer undertakes that it shall at no time, have any right, title or interest in the intellectual property and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software owned by Blaze Fibre, or any of its third party suppliers.
9.2	Customer warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's intellectual property rights. Customer furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to 3rd parties.
10	PROTECTION OF PROPRIETARY INFORMATION
10.1	Each party will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use to that which is provided for in this Agreement. Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial economic loss. All printed materials, containing Proprietary Information will be marked with "Proprietary" or "Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for either party's authorized use. Each such copy, including its storage media, will be marked with all notices, which appear on the original.
10.2	Each party shall ensure that its employees comply with its obligations under this clause 10.
10.3	This clause 10 shall survive termination or cancellation of this Agreement.
10.4	This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party.
11	SURETYSHIP
	The signatory to this Agreement, as the authorized representative of the Customer, hereby binds himself/herself to Blaze Fibre as personal surety and as co-principle debtor in solidum with Customer for the due, punctual and proper fulfillment and performance by Customer of all its obligations in terms of this Agreement. The aforementioned signatory hereby renounces all benefits arising from the legal exceptions of non numerata pecuniae, non causa debiti, errore calculi and beneficio excussionis et divisionis, with the force and effect of which he/she hereby declares himself/herself to be fully acquainted.
12	DISPUTE RESOLUTION AND ARBITRATION
12.1	If any dispute arises out of or in connection with this Agreement, its termination or cancellation or the subject matter thereof, including claims in delict or for rectification of the Agreement, a Party may declare that a dispute exists by notice in writing to the other Party.
12.2	Within 10 (ten) days of receipt of a notice referred to in clause 12.1 above, the parties or their duly authorised representatives must try to meet and:
12.2.1	resolve the dispute;
12.2.2	agree a process for resolving the dispute (including mediation or alternative dispute resolution); or
12.2.3	agree to refer the matter to arbitration in terms of the provisions of this clause 12.
12.3	In the event of there being any dispute or difference between the parties arising out of this agreement, the said dispute or difference shall on written demand by either party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA, save for in the event of clause 12.6
12.4	Should AFSA, as an institution, not be operating at the time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitration appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the Rules Board for the Courts of Law, Gauteng to nominate the arbitrator, provided that the person so nominated shall be an Legal Practitioner of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
12.5	The parties agree that the written demand by a party to the dispute in terms of clause 12.3 that the dispute or difference be submitted to arbitration is deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.
12.6	In the event that the Customer is in default with payment and Blaze Fibre is able to provide a Certificate of Indebtedness, Blaze Fibre will be entitled to issue summons requesting a default judgment. In the event that the matter becomes opposed, the matter may be referred to arbitration.
12.7	The parties further agree to the jurisdiction of the South Gauteng High Court, South Africa in the event of summons being issued as set out in clause 12.4 above.
12.8	The provisions of this clause 12 above shall not detract from the right of a Party to institute proceedings in the court referred to in clause 15 below, for the protection of any rights pending the resolution in terms of this clauses 12 above of any dispute between the Parties.
13	LIEN
	The parties agree that in the event of a breach of this Agreement by Customer which causes Blaze Fibre to suffer damages of any nature whatsoever, Blaze Fibre shall not be required to attach any of Customer's hardware in execution and shall be entitled to retain a lien over such hardware in reduction of any debt due by Customer to Blaze Fibre.
14	FORCE MAJEURE
14.1	Blaze Fibre shall not be liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond the control of Blaze Fibre, which would include services provided by any third parties on which Blaze Fibre relies on to provide the services, provided that Blaze Fibre makes all reasonable efforts to perform.
14.2	It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of Blaze Fibre and the force majeure provisions shall apply:
14.2.1	a third party service provider fault that affects the Service/s; and/or
14.2.2	the non-performance, inability to perform or delay in performance by a third party service provider relating to the provisioning of equipment, services and/or facilities to Blaze Fibre that affects the Service/s; and/or
14.2.3	acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire.
15	GOVERNING LAW AND JURISDICTION
	This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa, and all actions and other matters relating thereto will be determined in accordance with South African law subject to the jurisdiction of the South Gauteng High Court, subject to the provisions of clause 12 above.
16	DOMICILIUM CITANDI ET EXECUTANDI
16.1	For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these Standard Terms and Conditions are attached.
16.2	Blaze Fibre chooses its domicilium citandi et executandi ("domicilium") at Colab, Ext 2, 194 Bancor Avenue, Park Lane West Building, Menlyn Maine, Pretoria, South Africa. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give notice to the other within ten (10) days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the other party's domicilium and shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the tenth (10th) day after the date of posting or on the day of delivery as the case may be.

17 SUPPORT

It is hereby specifically recorded that any residential services are best effort services. Any customers utilising any of the Blaze Fibre Residential services for Business purposes will NOT have the benefit of our Business Service Level Agreement (Business SLA). We recommend any businesses that require enhanced uptime or response times, subscribe to one of our Business Service packages which come with our standard Business SLA. Our standard Business SLA agreement can be viewed at www.blazefibre.co.za/documents.html

18 GENERAL

- 18.1 Cession, delegation, assignment: Blaze Fibre may cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, without the written consent of the Customer.
- 18.2 No variation, amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by a duly authorised representative from both Blaze Fibre and Customer.
- 18.3 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth in it.
- 18.4 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between Customer and Blaze Fibre or not.
- 18.5 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.
- 18.6 In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.
- 18.7 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.
- 18.8 In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue and survive shall so continue and survive. In particular, termination or cancellation of this Agreement shall not affect any rights or duties arising under it with respect to Proprietary Information as set out in Clause 10 above.
- 18.9 The terms and conditions appearing in the Services Contract and any relevant schedule (s) hereto, are hereby incorporated into the Agreement. In the event of any conflict between the Standard Terms and Conditions of this Agreement and those appearing in any Schedule (s) hereto, these Standard Terms and Conditions shall prevail. In respect of any conflict in respect of pricing in the Agreement or the Schedules hereto, the costs set out in the Services Contract shall prevail.
- 18.10 These terms and conditions, together with the Services Contract, Schedule(s), Annexures and attachments hereto, constitute the whole of the agreement between Blaze Fibre and Customer relating to the subject matter hereof, notwithstanding anything in Customer's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.
- 18.11 Customer agrees to comply with the Blaze Fibre acceptable use policy (AUP) and all usage restrictions and limitations applicable to such Services, or portions thereof. Blaze Fibre's acceptable use policy is available at www.blazefibre.co.za/documents.html.
- 18.12 Blaze Fibre provides services according to regulations provided for in the Electronic Communications Act, 36 of 2005 as amended from time to time and more specifically subject to our ECS and ECNS licenses as issued by the Independent Communications authority of South Africa (ICASA). Blaze Fibre services are subject to any amendments or changes to these regulations by the regulatory authorities from time to time.
- 18.13 Blaze Fibre has launched an electronic document and contract management platform called DocuSign that is widely used and accepted internationally, and the Customer hereby agrees and accepts that an electronically signed and stored version of this document shall constitute sufficient evidence of its content and signature as a legally binding document. A manually printed, signed and scanned option is also available on the platform for any customers that require this option, which request needs to be communicated to Blaze Fibre.
- 18.14 If the Subscriber is a corporate entity or trust, then the signatory hereto who signs on behalf of the Subscriber ("the signatory") warrants that he is duly authorised to enter into this contract on behalf of the Subscriber and to sign the debit authorisation, if applicable, on the Subscriber's bank account.
- 18.15 During the currency of this Agreement and for a period of 2 (two) years following its termination, neither Party shall solicit any employee of the other Party for the purposes of offering employment to such employee, unless agreed in writing by both parties.
- 18.16 The Parties agree that the risk of loss or damage to or destruction of Blaze Fibre equipment installed on the customer premises, where applicable, regarding the provision of the Service(s) in terms of this Agreement, shall pass to the CUSTOMER from the date the equipment is installed.
- 18.17 All service or call out fees outside of the agreed terms and conditions will be billed @ R750.00 / hour, which may be amended by Blaze Fibre from time to time.
- 18.18 Any service or call out fees relating to any of the Blaze Fibre services will be covered by Blaze Fibre.
- 18.19 The customer will be liable for any call out or service fees where it is determined by Blaze Fibre technical, that it is not a fault relating to the Blaze Fibre services or equipment.
- 18.20 The Blaze Fibre network provider edge that demarcates the edge or end of the official point of responsibility for Blaze Fibre services to be delivered is the ONT or "Optical Network Terminal" installed at the customer's premises. WiFi services can be provided by Blaze Fibre on request and in some instances are provided as a standard value add service offering to provide basic wifi to extend the services into the home. However, customer experience and coverage is subject to many different variables including the physical layout of your residential space, number of wireless devices deployed, interference from other wireless equipment and many other factors of which we have absolutely no control. We therefore do not guarantee the speed or coverage on any wireless equipment deployed and Blaze Fibre services official test point will always remain on the fixed network point provided on the ONT, of which service quality and consistency can be tested remotely. Any callouts requested where Blaze Fibre services are confirmed to be working as specified, will be subject to a standard Blaze Fibre callout fee to be invoiced to the customer, as specified in our published pricing found on the Blaze Fibre website.
- 18.21 Our products are best effort with regards to local and international speeds. Speed is dependent on a number of individual and variable factors including, but not limited to, the number of users you allow to access your service, the physical layout of your residential space, how and with what device speeds may be tested and which local and international sites you are testing to. Our advertised upload and download speeds provide an indication of local access speeds only and is also subject to natural contention on the passive optical networking (PON) technology we deploy in our network. Speed should always be measured on a fixed line device and not on a wireless or mobile device as this does not provide an accurate indication. Blaze Fibre will provide you with contented uncapped, unshaped access to the Blaze Fibre Network via a fibre circuit at the Customer's selected premises (the "Access Circuit") and the Equipment at a Blaze Fibre Point of Presence ("PoP") and voice over IP services.
- 18.22 The Service provides Internet access by transmitting and delivering IP packets between the Customer's computers connected on the Blaze Fibre Network by means of the Access Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.
- 18.23 The Customer authorises Blaze Fibre to make enquiries about my credit record with any credit agency and to obtain whatever information on me they might require to process this service agreement. I also hereby authorise Blaze Fibre to share my credit information with other authorised credit providers.
- 18.24 The customer hereby confirms and agree to be bound by the Blaze Fibre Acceptable Use Policy (AUP);
- 18.25 The customer may not create an unusually large burden on Blaze Fibre's network, including, without limitation, continuously using a bit torrent service for unreasonably long periods of time; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited packages, options or promotions.
- 18.26 Blaze Fibre reserves the right to establish policies, rules or limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations Blaze Fibre may impose, at Blaze Fibre's reasonable discretion. Failure to comply with these rules will result in the customers' service being restricted, suspended or terminated, at Blaze Fibre's reasonable discretion.
- 18.27 Blaze Fibre will manage bandwidth usage to the best of its ability during peak periods, however, it remains a best effort service.
- 18.28 For more detailed AUP please visit www.blazefibre.co.za/documents.html

19 THROUGHPUT RATES AND IP ACCESS

- 19.1 Access to, and across, the Blaze Fibre IP Network is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed.
- 19.2 Due to the nature of the Internet, Blaze Fibre can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the Blaze Fibre Network and the Internet.
- 19.3 IP throughput rates may also be reduced by Blaze Fibre in accordance with its Fair Access Policy.
- 19.4 Blaze Fibre reserves the right to implement a Fair Use Policy on certain upstream Fibre provider networks.

20 ACCESS CIRCUIT

- 20.1 Blaze Fibre or the network operator supplies, configures and tests the Access Circuit.
- 20.2 Each network operator defines its own standard installation. If non-standard installation, re-installation or any move of equipment is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Access Circuit. Such costs shall either be charged by the relevant network operator directly to the Customer, or through Blaze Fibre, depending on the business model of the network operator.
- 20.3 At any point after installation of an Access Circuit Blaze Fibre shall be entitled to replace the Customer's Access Circuit with any other Access Circuit provided that:
- 20.3.1 The replacement of an Access Circuit does not result in the Customer incurring any additional charges; and
- 20.3.2 The quality of the new Access Circuit is equal or better than the replaced Access Circuit.

21 EQUIPMENT

- 21.1 The Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 21.2 You must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.
- 21.3 In the event of failure of the Equipment, Blaze Fibre will repair or replace (at Blaze Fibre's discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, you must return the original Equipment to Blaze Fibre.
- 21.4 You accept liability for any costs incurred by Blaze Fibre as a result of repair or replacement of Equipment where the Equipment failure was caused by your use, misuse or changes to the Equipment, other than as previously agreed to in writing by Blaze Fibre.
- 21.5 Blaze Fibre will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Blaze Fibre.
- 21.6 Ownership of the Equipment vests in the Blaze Fibre. Equipment is not subject to a rent-to-own contract.

22 IP ADDRESSES

Blaze Fibre will dynamically assign IP addresses from Blaze Fibre allocated blocks. Any IP address allocated by Blaze Fibre to you remains the property of Blaze Fibre and you will have a non-transferable licence to use such addresses for a limited time.

23 ACCURACY OF YOUR INFORMATION

You will provide Blaze Fibre with accurate and up to date information: (i) when completing the Blaze Fibre documentation; and (ii) when you contact Blaze Fibre to report a suspected fault and is asked a standard set of structured questions. Blaze Fibre shall not be liable for any loss suffered as a result of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

24 MAINTENANCE

Scheduled maintenance on the Blaze Fibre Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the Access Circuit. Blaze Fibre and the network provider reserves the right to perform emergency maintenance without prior notice, but Blaze Fibre shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

25 SET UP AND CONFIGURATION/ INSTALLATION FEES

Network operators may charge a separate installation fee, billed directly to the Customer, for the installation of the Access Circuit from the property boundary to within the home – even if and notwithstanding that the service is ordered directly with Blaze Fibre.

26 SECURITY

You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility. Blaze Fibre will not be held liable for any losses arising out of security breaches of your Services.

27 DISCLAIMER

Blaze Fibre will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Blaze Fibre Network.

28 PROMOTIONAL PRICING

28.1 Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Blaze Fibre.

28.2 Promotional pricing is subject to availability, either from the upstream network operator or Blaze Fibre and may be withdrawn at any time without notice.

28.3 Blaze Fibre reserves the right to cancel any and all promotional offers at any time without prior notice.

28.4 Blaze Fibre reserves the right to terminate, with 1 calendar month's notice, existing promotional offers where customers may be subscribed to.

29 CANCELLATION TERMS

29.1 Customer must give one clear calendar month notice of his/her intention to cancel the service. Cancellations must be sent to Blaze Fibre in writing, to email accounts@OpticomSP.co.za.

29.2 If Customer terminates an Access Circuit prior to it being activated by Blaze Fibre or prevents Blaze Fibre from activating the Access Circuit after it has been ordered, then the Customer shall be liable to Blaze Fibre for any installation and other charges that it is liable to pay the network operator.

29.3 Should Blaze Fibre or the Customer terminate the Agreement and/or any Service within the contract term of the Effective Date ("Initial Period"), the Customer shall be held liable for the following fee:

29.3.1 Installation fee;

29.3.2 Activation fee;

29.3.3 Router fee; and

29.3.4 Courier fee; and

29.3.5 Any Third Party Network Operator line rental and/or cancellation fees.

29.4 Customers who wish to terminate their Services with Blaze Fibre within the Initial Period will be liable for a cancellation fee as set out in 29.3 above which shall be calculated based on the pro-rata recovery cost associated with that relevant Service. This will be calculated and quoted for by Blaze Fibre.

29.5 Should Blaze Fibre offer to conditionally waive or subsidise this fee and Customer terminates subscription within the Initial Period of activating the Access Circuit, the full installation or setup and configuration fee is payable as part of the termination fee (calculated rolling pro-rata up to the contract term ("Initial Period") of activation).