

TERMS AND CONDITIONS

The Services are provided by Alphaconnect a Division of Alpha Group of Companies (Pty) Ltd, a private company with limited liability having its primary place of business at 2 Old Main Road Hluhluwe, kwaZulu-Natal, South Africa ("Alphaconnect"). Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services. Each Service Order delivered and accepted in accordance with this Agreement forms an individual contract which incorporates these General Terms and establishes the terms and conditions under which we shall provide the Services to you.

1. Definitions and Interpretation

1.1. In this Agreement the following terms and phrases shall have the following meaning, unless the context otherwise requires:

1.1.1. "Agreement" shall mean, as between you and Alphaconnect, these General Terms read together with the terms relevant to each Service.

1.1.2. "Billing Start Date" means the "Service Activation Date" or "Acceptance Date" or date of "Completion of Connection" as described in clause 3.

1.1.3. "Business Day" shall mean, in respect of a Service, every day excluding Saturdays, Sundays and any national holidays.

1.1.4. "Charges" shall mean Call Charges, Usage Charges, Installation Charge, Start Up Charge, Rental Charges, Monthly Fees and any other charges or fees payable by you to Alphaconnect in respect of a Service, as set out or referred to in a Service Order and revised from time to time in accordance with clause 2.

1.1.5. "Call Charges" shall mean the charges for packet switched telecommunications services.

1.1.6. "Installation Charge" or "Start Up Charge" or "Connection Charge" or "Start Up Fee" or "Installation Fee" or "Set Up Fee" shall mean a non-recurring charge for installation of a Service (including installation of any Service Equipment).

1.1.7. "Rental Charge" or "Monthly Fee" or "Monthly Rental" shall mean monthly recurring charges for a Service.

1.1.8. "Usage Charges" shall mean the usage-based charges for Services.

1.1.9. "Customer Data" means technical data (for example the date, time and duration of voice or data transmissions) that is necessary for the establishment, billing or maintenance of the transmission.

"Regulated Customer Data" is that Customer Data of which the use, processing or transfer is regulated by law or regulation as "personal data".

1.1.10. "Customer Site" or "Site" shall mean a physical location at which a Service is provided to you.

1.1.11. "Effective Date" shall mean, in relation to a Service, the date upon which a Service Order becomes binding in accordance with the provisions of clause 2 and 3 below.

1.1.12. "Emergency Works" mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any service provided by the Alphaconnect Network or the network generated by a third party; (iii) substantial loss to Alphaconnect or any third party; and such other works as in all the circumstances it is reasonable to execute with those works.

1.1.13. "Force Majeure Event" shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, power outages, strike, embargo, governmental requirement, civil or military authority, Act of God, changes to laws or regulations, inability to secure materials or services, industrial disputes and acts or omissions of other providers of telecommunications services.

1.1.14. "Party" shall mean Alphaconnect or you (as the context requires), and "Parties" shall mean both you and Alphaconnect.

1.1.15. "Ready for Service Notification" means a notification that may be provided in accordance with clause 3 that with respect to Alphaconnect's obligations hereunder, the Service is ready for use.

1.1.16. "Alphaconnect Network" shall mean the points of presence, network hubs, and host computers owned, operated or used by Alphaconnect in connection with the provision of a Service.

1.1.17. "Service" shall mean the specific Service provided by Alphaconnect to you, and as may be further described in the relevant Service Order.

1.1.18. "Service Order" shall mean an electronic request for a specific Service delivered by you to

Alphaconnect and accepted by Alphaconnect in accordance with clauses 2 and 3.

1.1.19. "Service Equipment" shall mean the hardware, software, systems, cabling, and facilities provided by Alphaconnect at your Site to make the Service available to you. Alphaconnect remains the owner of Service Equipment. Service Equipment shall not include the Alphaconnect Network or any hardware or software that is the subject of a separate supply contract between you and Alphaconnect.

1.1.20. "Service Term" for home services shall mean a month-to-month term.

1.1.21. "You / Your" refers to you, our valued customer whose details are as supplied to us in the Service Order.

1.1.22. Unless the context otherwise requires, in this Agreement, a reference to:

1.1.22.1. a person includes a reference to a body corporate, association or partnership;

1.1.22.2. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.1.22.3. a document is a reference to that document as supplemented or varied from time to time.

1.1.23. No provision of the Agreement is intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Agreement to the extent that the Agreement or any goods and services provided under the Agreement documents are governed by the Consumer Protection Act of 2008, must be treated as qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

1.1.24. "FTTH" shall mean "Fibre To The Home" and is deemed to be a Broadband, best effort home service.

1.1.25. "FTTB" shall mean "Fibre To The Business" and is deemed to be a business grade service with warranties and service level agreements as defined in the relevant Business Master Service Schedule.

2. Service

2.1. A service may be ordered from Alphaconnect in electronic format via the sign-up web page. A Service Order shall be in such form as is provided to you by Alphaconnect.

2.2. A Service Order shall be only become binding after the carrying out to Alphaconnect's satisfaction of appropriate credit checks against you, to which you hereby consent.

2.3. The terms and conditions of this Master Service Agreement and the Charges for a Service provided hereunder are agreed expressly on the condition that you shall not resell the Service. Alphaconnect reserves the right to deliver the Service to a single Site only.

2.4. The service may not be extended beyond the customer site, unless written express permission is obtained from Alphaconnect, extending the service beyond the customer site constitutes a breach of the Master Service Agreement.

3. Service Activation

3.1. After installation of a Service, but prior to the activation of a Service, Alphaconnect shall conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to you and upon successful completion of such tests Alphaconnect shall use reasonable endeavours to deliver a Ready for Service Notification to you.

3.2. The Billing Start Date for a Service shall be:

3.2.1. where the Service as set out in the Service Order can be implemented by means of a billing change and/or system configuration changes, date the billing or system configuration change takes effect.

3.2.2. where the Service is a new service and/or requires on-site installation to be performed, the event described below that occurs first in time: –

3.2.2.1. The date on which you deliver to Alphaconnect a signed confirmation schedule, being the "Acceptance Date"; or

3.2.2.2. The date you first use the Service, being the deemed "Acceptance Date" or "Service Activation Date"; or

3.2.2.3. In the case where you, through no fault of Alphaconnect, fail to deliver a confirmation schedule to Alphaconnect, to use the Service or to complete your obligations necessary to use the Service, then the date on which Alphaconnect delivers a ready for Service Notification (which shall also be the "Completion of Connection" or deemed "Service Activation" date);

4. Charges and Payment terms

4.1. You will pay the Charges in accordance with this clause 4.

4.2. Call Charges to:

4.2.1. South African numbers shall be determined with regards to the relevant call termination rates as applicable from time to time; and

4.2.2. International numbers shall be determined in accordance with the rates and billing methodologies as charged by the upstream international termination partners from time to time.

4.2.3. Charges shall accrue from the Billing Start Date and may be invoiced by Alphaconnect for:

4.2.3.1. Call Charges and/or Usage Charges monthly in arrears.

- 4.2.3.2. Installation Charges and/or Start Up Charges before the Effective Date or any time thereafter.
- 4.2.3.3. Rental Charges and/or Monthly Fees monthly in advance. Service(s) provided for part of a month will be charged on a pro-rata basis.
- 4.3. Alphaconnect shall be entitled to amend Call Charges/Usage Charges and/or Recurring Charges/Rental Charges on thirty (30) days' notice under the following circumstances:
- 4.3.1. General price increases on an annual basis – which increases shall be linked to the latest available Consumer Price Index value; or
- 4.3.2. Specific increases because of increases of direct input costs of a service – in which case the increase in pricing shall be commensurate with the increase in the input cost.
- 4.4. If a debit order is not honoured, you will be liable to Alphaconnect for the bank charges it incurred as a result thereof or an amount of R100,00 (VAT Inc.) – whichever is the higher – and interest shall accrue on any overdue invoice from the due date until payment (whether before or after judgement) at the maximum rate permissible to be charged under the provisions of the National Credit Act in relation to incidental credit.
- 4.5. If you wish to dispute any invoice or part of an invoice falling due you must deliver a notice in writing to Alphaconnect setting out the nature of the dispute, including: (i) date and number of disputed invoice; (ii) amount in dispute; (iii) reason for dispute; and (iv) supporting documentation, as appropriate.

5. Alphaconnect Obligations

- 5.1. In performing its obligations under this Agreement, Alphaconnect shall always exercise the reasonable skill and care of a competent provider of internet related services.
- 5.2. Alphaconnect shall use reasonable endeavours to ensure that each Service will conform to any Service Terms.
- 5.3. Except as expressly set out in these General Terms, all warranties, representations or agreements, with respect to the provision of a 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.

6. Service Suspension

- 6.1. Alphaconnect may, at its sole discretion and without prejudice to any right which it might have to terminate a Service and/or this Agreement, elect to immediately suspend the provision of a Service (or part thereof) if Alphaconnect:
- 6.1.1. has reasonable grounds to consider it is entitled to terminate the Service and/or this Agreement for reasons set out in clause 7;
- 6.1.2. is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority;
- 6.1.3. needs to carry out Emergency Works to the Alphaconnect Network or Service Equipment;
- 6.1.4. has reasonable grounds to consider that the Service is being used fraudulently or illegally or in violation of clause 2.4;
- 6.2. If Alphaconnect exercises its right to suspend the Service (or part thereof) pursuant to clauses 6.1.2 or 6.1.3 it shall, whenever reasonably practicable, give prior notice of such suspension to you, setting out the reasons for the suspension and the expected duration. Alphaconnect shall use all reasonable endeavours to resume the Service as soon as is practically possible.
- 6.3. If the Service (or part thereof) is suspended because of your breach, fault, act or omission, you shall pay to Alphaconnect all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service.
- 6.4. Alphaconnect shall not be liable for any loss, damage or inconvenience suffered by you because of any suspension made pursuant to clause 6.1, except to the extent that such suspension is made pursuant to clause 6.1.3 and for reasons which are solely and directly attributable to the negligence of Alphaconnect.

7. Term and Termination

- 7.1. These General Terms shall take effect in respect of each Service, from the Effective Date of each Service Order.
- 7.2. Either Party may terminate a Service:
- 7.2.1. on at least 1 (one) calendar months' written notice (A calendar months' notice means that a notice must be given no later than the last day of the current month with the cancellation date being the last day of the succeeding month);
- 7.2.2. immediately by notice if the other Party has committed a material breach which is incapable of remedy;
- 7.2.3. immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within ten (10) Business Days of having been notified of such breach; or
- 7.2.4. immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding three (3) months.

7.3. Alphaconnect may terminate the Agreement (or a specific Service Order) immediately by notice if a suspension of a Service pursuant to clause 6.1.4 has continued for a period of at least two (2) consecutive months.

7.4. If Alphaconnect has reasonable grounds to consider that there has been a violation of clause 6.1.2, Alphaconnect may notify you and require you to remedy the violation in the event of an incident involving a violation of public law or regulation or an imminent threat to the Alphaconnect Network, immediately; or in all other cases, within forty-eight (48) hours. If you fail to notify Alphaconnect that such a remedy has been effected in accordance with this clause 7.4 or if Alphaconnect reasonably determines that the violation is continuing or is likely to occur again, Alphaconnect may terminate this Agreement (or relevant Service) immediately upon notice to you.

7.5. Alphaconnect may terminate the Agreement (or the relevant Service Order) on five (5) Business Days' notice if you fail to make any payment, when due, in accordance with the terms of this Agreement.

7.6. Upon termination of the Agreement all accrued Charges not yet invoiced and any cancellation charges as set out in service specific terms and conditions shall become due and shall be paid by you immediately on receipt of an invoice;

8. Your Obligations

8.1. You must grant to, or arrange for the grant to Alphaconnect or its subcontractors right of access to the Customer Site, including any necessary waivers or consents to enable it to perform its obligations or exercise its rights under this Agreement. You will advise Alphaconnect in writing of all reasonable security requirements applicable at the Site, and Alphaconnect shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such requirements as advised whilst at your Site.

8.2. You will provide Alphaconnect with such facilities and information as Alphaconnect may reasonably require enabling it to perform its obligations or exercise its rights under the Agreement.

8.3. You warrant and undertake that you will:

8.3.1. use the Service Equipment only for receiving the Service;

8.3.2. not move, modify, relocate, or in any way interfere with the Service Equipment;

8.3.3. insure and keep insured all Service Equipment installed at the Customer Site against theft and damage;

8.3.4. not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment;

8.3.5. upon termination of a Service, allow Alphaconnect access to each Customer Site to remove the Service Equipment.

8.3.6. You may not use the Services for any illegal or immoral purpose and you will abide by the current version of the Alphaconnect Acceptable Use Policy, available at www.Alphaconnect.co.za/acceptable-use-policy.

9. Liability

9.1. Neither Party shall be liable to the other for indirect or consequential losses or otherwise for harm to business, loss of revenues, loss of anticipated savings or lost profits.

9.2. Alphaconnect is unable to exercise editorial or other control over any content placed on or accessible through your use of the Services and Alphaconnect shall have no liability as to the quality, content or accuracy of information received through or because of the use of the Services.

10. Force Majeure

10.1. Notwithstanding anything herein to the contrary, neither Party shall be liable to the other for any delay, failure in performance of any part of this Agreement (other than for payment obligations set out in clause 4) or damages suffered to the extent that such delay or failure is attributable to a Force Majeure Event.

11. Intellectual Property

11.1. You acknowledge that all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and wherever enforceable, which are used in connection with the Service and/or Service Equipment, shall remain the sole property of Alphaconnect, its contractors or suppliers.

12. Dispute Resolution

12.1. If you wish to dispute any invoice or part of an invoice falling due you must deliver a notice in writing to Alphaconnect setting out the nature of the dispute, including:

12.1.1. date and number of disputed invoice;

12.1.2. amount in dispute;

12.1.3. reason for dispute; and

12.1.4. supporting documentation, as appropriate.

13. Customer Data and Privacy

13.1. You acknowledge that Alphaconnect and our respective sub-contractors will, by virtue of the provision of Services, come into possession of Customer Data.

13.2. Alphaconnect has implemented and maintains appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing.

13.3. Alphaconnect and its respective subcontractors may use or process Customer Data:

13.3.1. in connection with the provision of Services;

13.3.2. to incorporate Customer Data into databases controlled by Alphaconnect for administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and

13.3.3. to communicate to you by voice, letter, fax or email regarding products and services of Alphaconnect.

14. You may withdraw consent for the use, processing or transfer of Customer Data as set out above by sending a written notice to Alphaconnect to such effect, unless it is required to:

14.1. provision, manage, account and bill for the Services;

14.2. carry out fraud detection; or

14.3. comply with any statutory obligation, regulatory requirement or court or other public authority order.

15. General

15.1. No Waiver: Failure or delay by either Party to exercise or enforce any right or benefit conferred by the Agreement shall not be deemed to be a waiver of any such right or benefit nor operate to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

15.2. Variation: This Agreement (or any part thereof) shall be modified only by the written agreement of the Parties.

15.3. Entire Agreement: The Agreement (being these General Terms and all terms under active Service Order Forms) sets out the entire agreement between Alphaconnect and you, superseding all prior or contemporaneous representations, agreements or understandings concerning the subject matter addressed herein.

15.4. Survival: Termination of this Agreement shall not affect a clause that necessarily or by its context requires survival of these General Terms.