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Standard Terms and Conditions applicable to Fibertime FTTH Services

The Customer's use of all Fibertime Services are subject to the following standard terms and conditions:

1. Definitions

In these standard terms and conditions:

- 1.1. the singular includes the plural and *vice versa*;
- 1.2. 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;
- 1.3. headings of clauses have been inserted for convenience only and shall not be taken into account in the interpretation of these standard terms and conditions;
- 1.4. the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
 - 1.4.1. **"CPE"** means Customer Premises Equipment and includes all devices supplied by Fibertime to the Customer to enable delivery of the Services and includes but is not limited to optical network terminals ("ONT"), routers, cabling and power supplies;
 - 1.4.2. **"Customer"** means a subscriber to the Services;
 - 1.4.3. **"Fibertime"** means Fibertime Networks (Pty) Ltd together with its subsidiaries, resellers and agents;
 - 1.4.4. **"FTTH"** means fibre to the home;
 - 1.4.5. **"Party"** means either Fibertime or the Customer and **"Parties"** means Fibertime and the Customer collectively;
 - 1.4.6. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013;
 - 1.4.7. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, No. 70 of 2002 (as amended);
 - 1.4.8. **"Services"** mean the time-limited and best-effort uncapped internet connectivity services provided by Fibertime at the Premises; and,
 - 1.4.9. **"Premises"** means any physical location at which Fibertime installs its CPE and at which it provides Services to the Customer.

2. Services and Fees

- 2.1. Customers may purchase vouchers that afford access to the Services via the Fibertime app or web portal which is available at fibertime.online.
- 2.2. The Services are provided on a pay-as-you-go basis with charges for the Services, together with their duration and further technical specifications being detailed in each voucher.
- 2.3. Payment for a voucher is made via the Fibertime app or at fibertime.online.
- 2.4. Each voucher shall form a separate agreement between the Parties but shall at all times be subject to these standard terms and conditions.
- 2.5. Neither Fibertime nor its resellers, agents or subcontractors levy fees for the installation of its

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FTTH network or for installation or delivery of CPE to the Customer at the Premises.

- 2.6. Fibertime is only able to commence its provision of the Services once the Customer has made all information and documents required by RICA available to Fibertime or Fibertime's representatives.

3. Availability of the Services

- 3.1. The Customer acknowledges Fibertime is only able to provide the Services where there is a Fibertime FTTH network presence and where the Fibertime CPE has been installed at a Premises.
- 3.2. Fibertime only builds its FTTH network in areas where there is sufficient commitment or interest from prospective Customers, which determination is made at Fibertime's sole discretion.
- 3.3. Provision of the Services can only commence upon activation of the underlying FTTH network by Fibertime.
- 3.4. The Customer acknowledges that the provision of the Services may be delayed pending the installation of Fibertime's FTTH network, which delays may be affected by customer availability, wayleave application delays, the need to obtain landlord consent and the planning and approval of the FTTH network route build.
- 3.5. Where the Customer is a tenant at the Premises it undertakes to procure all necessary consents for the installation of the Fibertime FTTH network and CPE, which consents must be provided to Fibertime in writing and must contain any such provisions as Fibertime may specify.
- 3.6. Provision of the Services are subject to Fibertime confirming that it is technically feasible to do so and the absence of any *force majeure* event or event beyond Fibertime's reasonable control.
- 3.7. Subject to the foregoing provisions, a Customer may purchase a voucher and gain access to the Services at any Premises at which Fibertime has installed a CPE and having activated the underlying FTTH network.

4. Use of the Services

- 4.1. The Customer warrants and undertakes that the Customer:
 - 4.1.1. shall not use or permit the Services to be used for improper or unlawful purposes;
 - 4.1.2. shall not use the services to cause any harm or physical damage to Fibertime's CPE or FTTH network;
 - 4.1.3. shall not resell Services;
 - 4.1.4. shall comply with any reasonable directives or instructions from Fibertime, including Fibertime's fair use policy; and,
 - 4.1.5. acknowledges that the services are not designed nor intended for business use.

5. Ownership and use of the CPE

- 5.1. The Customer acknowledges that the CPE will at all times remains the property of Fibertime.
- 5.2. The Customer undertakes to only use the CPE for its intended propose, being the delivery of the Services to the Customer.
- 5.3. Where the Customer is not the owner of the Premises the Customer undertakes to notify the owner of the Premises of Fibertime's ownership of the CPE in writing prior to delivery of the

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Services.

- 5.4. Upon delivery or collection of the CPE to or by the Customer all risk in respect of the CPE, but not ownership thereof, shall pass to the Customer who must ensure that:
 - 5.4.1. the CPE is kept in the Customer's possession and control at the Premises and that the CPE is protected against any material loss or damage and remains free from any attachment, lien, hypothec or other encumbrance;
 - 5.4.2. No attempts are made to access or alter the configuration of the CPE;
 - 5.4.3. should the Customer move from Premises, the Customer will timeously inform Fibertime of the cancellation of the Services. The Customer undertakes to inform the new owner or tenant of the Premises that Fibertime owns the CPE and shall ensure that suitable access is granted to Fibertime to remove or retrieve the CPE from the Premises where the new tenant or owner does not wish to make use of the Services.
- 5.5. In the event of theft of or loss or damage to the CPE the Customer shall immediately inform Fibertime by logging a ticket via the WhatsApp support channel on 0788861090.
- 5.6. The Customer accepts liability for any costs incurred by Fibertime as a result of repairs to or replacement of CPE where such repairs or replacements are caused by the Customer's misuse of the CPE or a breach of these standard terms and conditions.
- 5.7. In the event of a breakdown or malfunction of the CPE Fibertime will at its own cost effect repairs in accordance with the manufacturers' specifications.
- 5.8. Fibertime may at any time reconfigure, upgrade or exchange any part of the CPE where Fibertime, in its sole discretion, deems it necessary to do so in order to meet its obligations under these standard terms and conditions or more generally for it to provide the Services.

6. Fair Use Policy

- 6.1. Fibertime reserves the right to apply a Fair Usage Policy ("FUP") to the Services. This is done only when necessary to protect the integrity of the Fibertime network and the experience of other Customers.
- 6.2. These standard terms and conditions must be read together with the Fibertime Acceptable User Policy available at: <https://fibertime.com/wp-content/uploads/2025/02/Acceptable-Use-Policy-240225-1.pdf>
- 6.3. In practice this means that Fibertime may set a predetermined amount of data which an uncapped subscriber can use in a set period – the FUP threshold – and restrict the speed of Customers who exceed this threshold during peak usage periods.
- 6.4. FUP thresholds are determined at Fibertime's sole discretion and may change without notice to the Customer.
- 6.5. When a subscriber exceeds a FUP threshold the line speed will be reduced for the remainder of the Services duration specified in a given voucher or until such time the usage behaviour reaches an acceptable norm.
- 6.6. A FUP may also be triggered by unintentional or unauthorised usage of the services. For example, a users' computer or home network could become compromised by sharing passwords and be the source of criminal activity, DDOS attacks or sharing of illegal content, thereby triggering the

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FUP criteria.

- 6.7. Where a Customer exceeds an FUP threshold their line speed will be reduced by 50% for the remainder of the set period. This applies even when there is unintended or unauthorised usage of the service.
- 6.8. As part of its efforts to protect network integrity and shared user experience, Fibertime also reserves the right to apply traffic shaping and port prioritisation.
- 6.9. Fibertime reserves the right to terminate Services where Customers utilize the service for any illegal or illicit activities.
- 6.10. The resale of the Services by the Customer is not permitted.

7. Changes to the Services and these Standard Terms and Conditions

- 7.1. Fibertime reserves the right at any time to modify, suspend or discontinue the Services, with notice, without liability to the Customer.
- 7.2. Fibertime reserves the right, from time to time and with notice to the Customer, to vary its charges for provision of the Services.
- 7.3. The Customer is obliged to monitor Fibertime's WhastApp channel, social media and fibertime.app for any notices, updates and/or changes to Services or related charges.

8. Complaints Handling Procedure

- 8.1. Fibertime has developed a complaints procedure that aims to address any dissatisfaction with the Services that is available at <https://fibertime.com/wp-content/uploads/2024/03/fibertime%E2%84%A2-Code-of-Conduct.pdf>.
- 8.2. If the Customer is not satisfied with the resolution of the complaint, he has the right to refer the matter to the Independent Communications Authority to South Africa (ICASA) on [icasa.org.za](https://www.icasa.org.za).

9. Personal Information

- 9.1. For the purposes of this clause 9 the term "personal information" has the meaning attributed to it within POPIA.
- 9.2. The Customer acknowledges that in order for Fibertime to render the Services Fibertime is required to collect, store and process the personal information of the Customer.
- 9.3. The Customer hereby consents to the collection, use, storage and processing of the Customer's personal information to the extent required for the provision of the Services and subject to the further provisions of this clause 9.
- 9.4. Fibertime shall only provide, collect, use, store or process personal information:
 - 9.4.1. as is necessary for the purposes of these standard terms and conditions and the provision of the Services;
 - 9.4.2. for maintaining its internal administrative processes, including quality, risk, Customer or vendor management processes;
 - 9.4.3. for internal and external business-related purposes and statistical or research purposes; and,
 - 9.4.4. in accordance with the lawful and reasonable instructions of the Customer providing the personal information.

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9.5. Fibertime shall furthermore:

- 9.5.1. comply with the specific security and personal information protection obligations imposed on it in terms of POPIA;
 - 9.5.2. 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 Services; and/or,
 - 9.5.3. 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.
- 9.6. Fibertime 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 either Fibertime or the Customer.
- 9.7. Fibertime may from time to time 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 and similar marketing material although the Customer is entitled to opt out of such notification where the Customer does not wish to receive further communications in this respect from Fibertime.
- 9.8. The Customer consents to Fibertime using cloud-based computer storage facilities to store the personal information of the Customer, with the Customer further consenting 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.
- 9.9. The Customer undertakes to notify Fibertime of any changes or errors to the personal information which the Customer has provided to Fibertime and Fibertime undertakes to update the customer's personal information within a reasonable period of being notified of any changes or errors.

10. Limitation of Liability

- 10.1. The Customer agrees that Fibertime shall not be liable to the Customer or any other person whomsoever, under any circumstances whatsoever, or incur any liability for any loss or damages to the Customer or any other person or user, which arises or occurs as a result of the use of, or arising out of the provision by Fibertime of the Services or the CPE, whether such damage is direct or indirect, consequential or contingent.
- 10.2. Notwithstanding the generality of clause 10.1 Fibertime shall not be liable for any loss of life, injury, medical expenses, support, financial loss or financial support, loss of earnings, loss of profit and/or income, loss of revenue, loss of business or goodwill, any other special damages, or any general damages incurred by the Customer, any user or any other person who may be using the Services to whatever extent arising, and the Customer hereby indemnifies Fibertime against any claim or action, as described above, which may be brought by any person in this regard.

11. Legal Notices

- 11.1. Fibertime chooses the address set out below as its chosen place to receive legal notices ("*domicilium citandi et executandi*"):

1st Floor, Oude Bank Building

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8 Bird Street

Stellenbosch

7600

11.2. The Customer chooses the Premises as its *domicilium citandi et executandi*.

11.3. All notices given in terms of these standard terms and conditions shall be made in writing.

12. General

12.1. These standard terms and conditions constitute the whole agreement between the Parties as to the subject matter thereof and no agreement, representation or warranty between the Parties other than those set out herein will be binding.

12.2. No addition to or variation, consensual cancellation or novation of these standard terms and conditions and no waiver of any right arising from these standard terms and conditions or their breach or termination shall be of any force or effect unless reduced to writing.

12.3. No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party shall under any circumstances be construed to be an implied consent or a waiver by such Party.

12.4. The Customer may not assign, cede, delegate, transfer or otherwise dispose of its rights and obligations under these standard terms and conditions without the written consent of Fibertime.

12.5. If any part of these standard terms and conditions are found to be invalid, the balance of the provisions shall remain enforceable.

12.6. These standard terms and conditions shall be subject to and shall be governed by the laws of the Republic of South Africa.

12.7. The Parties agree to the jurisdiction of the Magistrates Court having jurisdiction in connection with any action or proceeding instituted against either Party or arising out of this these terms and conditions.

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