

# FIXED BROADBAND TERMS AND CONDITIONS

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## 2. Applicable Documents

- 2.1. The provision of Lerumo Fixed Broadband Services is subject to Terms and Conditions.
- 2.2. The following legal documents accordingly apply to the provision of Lerumo Fixed Broadband Services and are binding on any subscriber to such service:
  - 2.2.1. Lerumo's Acceptable Use Policy (AUP), available on Lerumo's Website;
- 2.3. Customers and potential Customers are encouraged to familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.

## 3. Planned Network Availability

- 3.1. Lerumo will be entitled to assume that the Fixed Broadband Line provisioned to a Customer is in good working order until such time as the Customer advises Lerumo Support of any problems or service breaks.
- 3.2. The LERUMO GPON (Gigabit Passive Optical Network) is designed to provide an average availability of services of 95% per year.
- 3.3. The following indicates the Network Operations Centre's operating hours:
  - 3.3.1. Hours of Operations: Monday – Friday 08:00 – 17:00, Saturday 08:00 – 13:00;
  - 3.3.2. Fault Reporting via ticketing system: All hours;
- 3.4. Service Level Definitions
- 3.5. Service levels for the Network are divided into two levels based on the nature of the faults, with the understanding that the Service is intended solely for home use:
  - 3.5.1. **Serious Faults** - Faults that cause a Customer to still be completely offline after all remote, first line diagnostics have been completed. Force majeure, Customer caused damage, as well as negligent or malicious damage by third parties, shall be excluded from this service level.
  - 3.5.2. **Minor Faults** - Faults that cause service impairment in the quality of the Services. With minor faults the Services remain connected, operational and usable, but materially lower than the agreed quality parameters on the network, after all remote diagnostics have been completed. Home Wi-Fi issues are expressly excluded from the service levels for Minor Faults, due to the lack of control over Customers' Wi-Fi use and physical environments.

Service Level	Serious Faults	Minor Faults
<b>Maximum time to repair</b>	90% within 4 business days 10% within 6 business days	Within 4 business days
<b>Service Times</b>	08:00-17:00	08:00-17:00
<b>Days</b>	Monday to Friday Excluding Public Holidays	Monday to Friday Excluding Public Holidays

3.1. Any faults or service interruption should be reported via the ticketing system in Customer Zone.

#### 4. Repairs and Maintenance

- 4.1. Scheduled maintenance of the network, or any portion thereof, will not normally result in Service interruption or outage. Lerumo will exercise commercially reasonable efforts to provide the Customer prior notice of scheduled maintenance that requires a service interruption or outage.
- 4.2. Lerumo will arrange for any necessary repairs arising in terms of this Agreement. Unless specifically otherwise provided in the Agreement, Lerumo will be responsible for the costs of any repairs arising from faults in Lerumo’s equipment, except where such fault was due to Customer activity or negligence, which costs shall be for the Customer’s account.
- 4.3. Should a fault be on Customer’s own equipment, or as a result of Customer’s equipment connected to the ONT, a call-out fee shall be charged.

#### 5. Monitor of Usage

- 5.1. Lerumo monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service Terms and our Acceptable Use Policy.

#### 6. Identity Verification Requirements (RICA)

- 6.1. Use of the Services is subject to ID verification and / or proof of address, required by RICA (the Regulation of Interception of Communication Act of 2009). Customers are required to email or upload the relevant documents;
- 6.2. A full coloured, clear, legible copy of their valid Identity Document or Driver's License.
- 6.3. Non-South African citizens may submit a copy of their valid Passport or International Driver's License.
- 6.4. Verification documents must contain photo identification.

- 6.5. Failure to produce ID verification for an account will result in the product not being activated, regardless of any pro-rata amounts billed.

## 7. Disclaimer and Limitations of Liability

- 7.1. Lerumo accepts no liability for any loss or damage to the property or equipment of the Customer arising out of the provision, installation or maintenance of the service.
- 7.2. Application for, use of, and subscription to this service is at the sole risk of the customer or applicant.
- 7.3. Uncapped internet data is not throttled or shaped. However, there may be circumstances beyond the control of Lerumo that may vary performance, based on demand, service breakdowns or technical outages. During this time, some services may be affected and not perform optimally. Lerumo will endeavour to improve or optimise services as much as possible during such periods as as part of its duty to deliver the best product experience. This will not constitute shaping or throttling.

## 8. Fixed Broadband Hardware

- 8.1. All hardware provided by Lerumo will remain the property of Lerumo in perpetuity.
- 8.2. Should a user cancel their service, they will be required to return all the Lerumo equipment provided.