

NEOTEL'S GENERAL TERMS AND CONDITIONS
FOR THE PROVISION OF SERVICES TO CUSTOMERS

These general terms and conditions, together with (a) any product specific terms, (b) the order form/s, (c) the privacy statement and (d) the acceptable use policy govern the relationship between the customer and NEOTEL relating to the supply by NEOTEL and the use by customers of all services, facilities, equipment and products.

Updated copies of these general terms and conditions are available on NEOTEL's website or from NEOTEL's head office or branch offices during business hours. NEOTEL will notify customers in advance of the date on which any changes to these general terms and conditions will come into effect.

If a customer does not wish to be bound by these general terms and conditions, the customer must not contract with NEOTEL for services.

1 DEFINITIONS

In these general terms and conditions, the following terms will have the meanings given to them below unless the context clearly shows that a different meaning was intended, and similar words and expressions will have similar corresponding meanings:

- 1.1 **"acceptable use policy"** means the policy located at http://www.neotel.co.za/wps/portal/neotel_legal, which specifies to customers and users of the services and/or NEOTEL's website what activities and online behaviour are considered unacceptable;
- 1.2 **"Act"** means the Electronic Communications Act 36 of 2005, as amended or replaced from time to time;
- 1.3 **"affiliate"** means any entity that now or in the future, directly or indirectly, controls, is controlled by or is under common control with a party. For the purposes of this definition, "control" shall mean:
 - 1.3.1 ability to elect more than 50% of the board of directors, or similar management structure, of such entity; or
 - 1.3.2 50% equity or ownership interest in such entity;
- 1.4 **"agreement"** means the agreement between NEOTEL and the customer comprising these general terms and conditions, the product specific terms, the order form, the privacy statement and the acceptable use policy, collectively;
- 1.5 **"Authority"** means the Independent Communications Authority of South Africa, established in terms of section 3 of the Independent Communications Authority of South Africa Act 13 of 2000, or its successor in title and includes any body which assumes its functions;
- 1.6 **"business day"** means any day other than Saturday, Sunday or a public holiday officially recognized as such in the Republic of South Africa;
- 1.7 **"call centre"** means NEOTEL's customer contact centre which can be accessed by dialling 243 from a NEOTEL line or 0800 333 636;
- 1.8 **"combined fee"** means the installation fee, reconnection fee, equipment fee, service fee and usage fee and any other charges relating to the services, access to NEOTEL's network, equipment and/or any other services provided by NEOTEL;
- 1.9 **"Consumer Protection Act"** or **"CPA"** means the Consumer Protection Act 68 of 2008, as amended or replaced from time to time;
- 1.10 **"content"** means any content, information, game, message or similar service that is supplied to any person by means of NEOTEL's network or by means of a third party's network (whether generated by NEOTEL or any third party) in the format of text, data, graphics, pictures, video or any other relevant format (other than voice) but excludes the services;
- 1.11 **"customer"** means the person who has ordered services, whose name appears on the order form and who is liable for the payment of the combined fees and for compliance with the agreement and any successors or assignees;
- 1.12 **"customer premises"** means the location/s that may be specified by the customer in the order form and to which the services are delivered;
- 1.13 **"direct marketing"** has the same meaning given in the CPA and, accordingly, means marketing through an approach, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply any goods or services to a customer;
- 1.14 **"Electronic Communications and Transactions Act"** or **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002, as amended or replaced from time to time;
- 1.15 **"electronic communications service"** means any communications service, including any voice or data service that is provided to a customer by NEOTEL and/or over NEOTEL's network;
- 1.16 **"equipment"** means a device used by the customer to access the services;
- 1.17 **"equipment fee"** means the purchase price of any items of equipment payable, in a lump sum or in instalments, by the customer to NEOTEL;
- 1.18 **"facility"** means a physical component of NEOTEL's network and includes, but is not limited to, a circuit, cable, and wireless antenna;

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- 1.19 **“force majeure event”** means any cause beyond a party's reasonable control, including, but is not limited to, acts of war, acts of God, earthquake, hurricanes, flood, fire or other similar casualty, embargo, riot, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, court orders, failure of the Internet or any other reason of a like nature not resulting from the actions or inactions of a party;
- 1.20 **“general terms and conditions”** means this document, which sets out the standard terms and conditions applicable to the supply of services, products and equipment by NEOTEL to its customers;
- 1.21 **“governmental authority”** means any institution or functionary exercising public power or performing a public function in terms of legislation;
- 1.22 **“installation fee”** means the fee payable, in a lump sum or in instalments, as stipulated by NEOTEL and in line with the price list, by the customer to NEOTEL for installing a new service on behalf of the customer, for transferring an existing service from the customer to another customer or from one location to another location, or for installing any item of equipment, when applicable;
- 1.23 **“licence”** means the electronic communications service licence issued to NEOTEL by the Authority in terms of the Act, as amended, renewed or replaced from time to time;
- 1.24 **“NEOTEL”** means NEOTEL (Proprietary) Limited, a company incorporated under South African law with registration number 2004/004619/07;
- 1.25 **“NEOTEL’s network”** means the communication network and network components owned and/or operated by NEOTEL;
- 1.26 **“NEOTEL’s website”** means the website accessed at www.neotel.co.za;
- 1.27 **“order form”** means the form requesting a service, product or equipment from NEOTEL, in any form acceptable to NEOTEL, together with any document generated by Neotel agreeing to the provision of such services, and which may set out the details, terms and/or combined fee of such service, product or equipment;
- 1.28 **“parties”** means NEOTEL and the customer and “party” means either one of them;
- 1.29 **“personal information”** has the meaning given in the Protection of Personal Information Act, 4 of 2013, as may be amended;
- 1.30 **“post-paid customer”** means a customer who pays the service fee and usage fee periodically in arrears;
- 1.31 **“pre-paid customer”** means a customer who pays the service fee and usage fee, where applicable, in advance;
- 1.32 **“price list”** means the list, as amended by NEOTEL from time to time, of combined fees that NEOTEL charges customers, which is available on NEOTEL’s website;
- 1.33 **“privacy statement”** means the policy located at: http://www.neotel.co.za/wps/portal!/ut/p/a1/04_Sj9CPykyssy0xPLMnMz0vMAfGjzOIDAgxMPDzdDbwtnC1NDRydDVxDHM29DC0CzIAKIoEKDHAARwNC-sP1o8BKTPydTTYcgg28Dcx9gfgCjU0N_N28jA0MDaEK8FhRkBthkOmogAgA0Et_3Q!!/dl5/d5/L2dJQSEvUUt3QS80SmiFL1o2XzRPQzRIQIMwS0c1MDgwQVnkSTUzSkoyU0E2/ which can also be obtained by contacting NEOTEL’s call centre, and which sets out the basis on which NEOTEL collects, stores and otherwise deals with customers’ personal information;
- 1.34 **“product”** means any product package created by bundling one or more services or equipment either alone or together with any voice and/or data minutes, content, network access, other services, facilities, equipment and/or products;
- 1.35 **“product specific terms”** means the standard terms and conditions that apply to the supply of a particular service or product by NEOTEL to its customers, as amended from time to time;
- 1.36 **“reconnection fee”** means the once-off fee payable by the customer to NEOTEL for reconnecting any service or element of any service that has been suspended in terms of clause 13;
- 1.37 **“regulations”** means all and any regulations promulgated or deemed to be in effect in terms of the Act;
- 1.38 **“rental fee”** means the fee payable by a customer to NEOTEL in respect of equipment rented from NEOTEL;
- 1.39 **“service commencement date”** means, in respect of each service ordered by the customer, the date that NEOTEL starts supplying the service and the customer begins using the relevant service other than for testing purposes;
- 1.40 **“service fee”** means the fixed charge for access to NEOTEL’s network and/or using the services, as the case may be, charged by NEOTEL to the customer at the rates determined by NEOTEL and as set out in the price list;
- 1.41 **“service levels”** means the service levels for the provision of the services as stipulated by the Authority by way of regulation from time to time;
- 1.42 **“services”** means any and all services as set out in an order form and which NEOTEL agrees to provide to the customer in terms of these general terms and conditions, but excludes the supply, installation, and maintenance of equipment;
- 1.43 **“term”** means the period of time stated in the order form, during which the parties must perform under these general terms and conditions; and

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1.44 “**usage fee**” means the fees charged by NEOTEL to customers relating to the extent of the use of the services.

2 INTERPRETATION

In these general terms and conditions: -

- 2.1 an word which specifies:- (i) any gender includes the other genders; (ii) a natural person includes a juristic person and vice versa; (iii) the singular includes the plural and vice versa;
- 2.2 any reference to the date of signature shall mean the date of signing of the order form by the last party to sign;
- 2.3 any reference to "days" is a reference to calendar days unless qualified by the word "business" in which case, a "business day" is as defined in clause 1. Any reference to "business hours" means the hours between 08h00 and 17h00 on any business day;
- 2.4 where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail;
- 2.5 terms other than those defined in these general terms and conditions will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communication technology industry will be interpreted in accordance with their generally accepted meanings; and
- 2.6 clause headings are included for convenience only and are not to be used in the interpretation of these general terms and conditions.

3 PROCESS FOR ORDERING SERVICES

- 3.1 A customer who wishes to order a service or product from NEOTEL must submit a completed order form to NEOTEL.
- 3.2 Any order for a service or product will be governed by these general terms and conditions and any applicable product specific terms.
- 3.3 Except where the law provides otherwise, NEOTEL may refuse to supply any service or product specified in any order form without giving any reasons for the refusal. Without limiting the generality of this, NEOTEL may refuse to provide a service or product if a customer does not meet the conditions of NEOTEL's credit referencing procedure and/or fails to meet NEOTEL's minimum credit standards.
- 3.4 NEOTEL may carry out a general credit check on a customer at any time before accepting the customer's order form or at any time during the customer's use of the services. The purpose of the credit check is to determine whether or not the customer meets NEOTEL's credit criteria and to confirm the information supplied in the order form. NEOTEL may also provide any information relating to the conduct of a customer's account or supplied to it for the purposes of any credit check to any registered credit bureau. By signing the order form the customer gives NEOTEL permission to register this information with any registered credit bureau.
- 3.5 In undertaking such credit check, and using the information obtained both from the customer and from the relevant credit bureau, Neotel may allocate a credit rating to the customer in order to set the customer's credit limit. In the event that the customer reaches or exceeds this credit limit at any time during his, her or its use of the services, Neotel may suspend the services provided to the customer until payment of all outstanding amounts has been received. NEOTEL may also amend this credit limit from time to time in keeping with the customer's average rate of usage of the services.
- 3.6 The customer may make representations to NEOTEL regarding the credit rating allocated to the customer or NEOTEL's decision to suspend the services, as contemplated in clause 3.5, by contacting **0860 636 835.**"

4 INSTALLATION OF THE SERVICES

- 4.1 NEOTEL undertakes to commence providing a new service within a reasonable time after receipt of the customer's signed order form.
- 4.2 NEOTEL may require the customer to pay an installation fee and/or a deposit prior to installing the service or commencing a new service.

5 PROVISION AND MAINTENANCE OF THE SERVICES

- 5.1 Subject to clause 18.4, NEOTEL will make the services available to the customer in accordance with the service levels.
- 5.2 A service will be deemed to be in good working order until such time as a fault is reported to NEOTEL.
- 5.3 NEOTEL will attend to reported faults during business hours. NEOTEL will endeavour to restore the service within the shortest possible time.
- 5.4 If NEOTEL determines that a fault has been caused by any equipment belonging to the customer or installed at the customer not covered by the warranty provisions, which are set out in the product specific terms, NEOTEL may charge the customer to repair the fault.
- 5.5 NEOTEL WILL NOT BE LIABLE IF THE SERVICE BECOMES UNAVAILABLE AS A RESULT OF -
 - 5.5.1 ANY PERSON MAKING UNAUTHORISED AND/OR IMPROPER USE OF THE SERVICES WITH OR WITHOUT THE CUSTOMER'S KNOWLEDGE AND/OR CONSENT;
 - 5.5.2 ANY PERSON CAUSING DAMAGE TO OR STEALING ANY ELEMENT OF NEOTEL'S NETWORK WITH OR WITHOUT THE CUSTOMER'S KNOWLEDGE AND/OR CONSENT;

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- 5.5.3 ANY FAULT CAUSED AS A RESULT OF EQUIPMENT THAT WAS NOT SUPPLIED BY NEOTEL; OR
- 5.5.4 THE OCCURRENCE OF ANY OF THE CIRCUMSTANCES REFERRED TO IN CLAUSES 0 OR 14.2.

6 EQUIPMENT

- 6.1 NEOTEL may, at its discretion, and to the extent that it is required for the type of services contracted for, supply and/or install equipment which is purchased from NEOTEL where the customer requests this.
- 6.2 NEOTEL will be responsible for the maintenance and repair of equipment which is purchased from NEOTEL only if the equipment has been supplied with the services contracted for. In all other circumstances, the customer will be responsible for the operation, maintenance and repair of any equipment.
- 6.3 The customer must ensure that all equipment that is not provided by NEOTEL and that is installed at the customer premises has been approved by the Authority in terms of the Act. NEOTEL may suspend the provision of any service to the customer where equipment is being used that has not been approved by the Authority, until such time as the equipment has been properly approved or is removed or replaced.
- 6.4 The customer's must ensure that any equipment installed at the customer premises, which has not been purchased from and/or installed by NEOTEL, does not interfere with or degrade the operation of NEOTEL's facilities and/or NEOTEL's network.
- 6.5 Unless the equipment purchased by the customer is altered or tampered with in any way without the consent of NEOTEL, such equipment shall be reasonably suitable for the purpose for which it was generally intended, of good quality, in good working order, free of defects and usable and durable for a reasonable period of time.
- 6.6 If the equipment fails to meet the standards set out in clause 6.5 within 6 months of the customer receiving the equipment, the customer may return the equipment to NEOTEL and request NEOTEL to repair or replace the equipment or refund the customer the equipment fee in question.

7 CUSTOMER PREMISES

- 7.1 The location at which the customer wishes to receive the service must be in an area which has access to the service. If the location at which the customer wishes to receive the service changes from the customer premises, the service may not work at the new location.
- 7.2 The customer must allow NEOTEL to access the customer premises to the extent required by NEOTEL in order to install, inspect, maintain and/or remove any facilities or equipment being used to provide services.
- 7.3 If the customer is not the owner of the customer premises where the service is required, the customer must obtain permission from the owner of such premises for NEOTEL to install, inspect, maintain and/or remove any facilities or equipment at/from such premises. THE CUSTOMER INDEMNIFIES NEOTEL AGAINST DAMAGES OR OTHER CLAIMS RESULTING FROM THE CUSTOMER'S FAILURE TO OBTAIN SUCH PERMISSION.
- 7.4 The customer must ensure that there is a suitable electrical power supply as required for the proper functioning of the services and/or the equipment. The cost of providing the power supply and all charges for the customer's use of power are for the customer's account.
- 7.5 If, in any building where NEOTEL has agreed to install a service, no conduit-pipes are available to install the facilities necessary to provide the service, NEOTEL may at its discretion -
- 7.5.1 refuse to provide the service in that building or in any part thereof until such conduit-pipes or other facilities have been so installed; or
- 7.5.2 provide the service and charge the customer an installation fee for any additional costs incurred in installing the service, which in NEOTEL's opinion would not have been incurred if conduit-pipes or other facilities had been installed in the building in question.
- 7.6 The customer must ensure that the customer premises are safe for NEOTEL, its directors, officers, employees, agents, and subcontractors and must comply with all laws and regulations relating to occupational health and safety on the customer premises.
- 7.7 If the customer breaches any of the provisions of this clause 7, and if NEOTEL is unable to install or continue to provide services as a result, the customer must pay NEOTEL -
- 7.7.1 all combined fees for the time that the services are unavailable, even though the services were not provided during that time; and
- 7.7.2 any wasted costs incurred by NEOTEL.
- 7.8 Except for emergency repairs, which require no advance notice, NEOTEL will notify the customer at least five (5) calendar days in advance of any regularly scheduled maintenance that will require NEOTEL to have access to the customer premises.

8 USE OF THE SERVICES

- 8.1 The customer must comply at all times with all statutory and regulatory provisions and requirements relating to the provision and use of the services.

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- 8.2 The customer may not resell capacity on any facility obtained from NEOTEL or cede or assign its rights to use a facility, or sublet or otherwise part control of it, without NEOTEL's written consent.
- 8.3 NEOTEL WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INTERRUPTION OF A SERVICE OR FOR ANY OTHER LOSS, COST OR DAMAGE CAUSED OR RELATED TO IMPROPER USE OR MAINTENANCE OF THE FACILITIES BY THE CUSTOMER, OR THIRD PARTIES TO WHOM THE CUSTOMER HAS PROVIDED ACCESS TO THE FACILITIES.
- 8.4 THE RISK OF LOSS OR DAMAGE TO ANY EQUIPMENT, FACILITIES OR OTHER EQUIPMENT PURCHASED OR RENTED FROM NEOTEL BY THE CUSTOMER IN CONNECTION WITH THE SERVICES, PASSES TO THE CUSTOMER UPON ITS DELIVERY OR INSTALLATION AND WILL AT ALL TIMES REST ONLY WITH THE CUSTOMER. ALTHOUGH THE CUSTOMER WILL BE RESPONSIBLE FOR ANY RISK OR DAMAGE, NEOTEL WILL REMAIN THE OWNER OF ANY FACILITIES OR EQUIPMENT THAT THE CUSTOMER HAS RENTED FROM NEOTEL.
- 8.5 The customer must -
- 8.5.1 comply with any instructions issued by NEOTEL which concern the customer's use of the services, equipment, facilities or matters related thereto, and which may be required to ensure the satisfactory provision of the services, to protect the integrity of NEOTEL's network, or to deal with emergencies; and
- 8.5.2 provide NEOTEL with all information relating to the customer's use of the services, equipment, facilities or matters related thereto that NEOTEL may reasonably require from time to time.

9 NUMBERING

- 9.1 NEOTEL reserves the right to change any number within the requirements stipulated in terms of the numbering plan regulations, code, password, user identity or name allocated to a customer by NEOTEL from time to time for use in connection with the services and NEOTEL IS NOT LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL DAMAGES) ARISING FROM ANY SUCH CHANGE.

10 CHARGING AND BILLING

10.1 Fees

- 10.1.1 NEOTEL will send the customer a monthly account in respect of all the combined fees that the customer has incurred. The account will be sent to the physical and/or electronic address stipulated in the order form.
- 10.1.2 Upon request, NEOTEL will provide an itemised bill setting out the services used by the customer in any month and any usage charges for those services. NEOTEL may charge a fee to prepare itemised bills.
- 10.1.3 NEOTEL may charge any or all of the following fees:
- 10.1.3.1 the installation fee;
- 10.1.3.2 the reconnection fee;
- 10.1.3.3 the equipment fee;
- 10.1.3.4 the rental fee;
- 10.1.3.5 the service fee;
- 10.1.3.6 the usage fee.
- 10.1.4 In addition, NEOTEL may charge the customer a fee for rendering any other services requested by the customer, as agreed between the parties from time to time.
- 10.1.5 NEOTEL may also, at its discretion, charge the customer for any wasted costs associated with a technician visiting the customer premises (i) at an agreed time and not being able to again access; or (2) the technician establishes that the fault was not related to NEOTEL's Network, equipment, services and/or facilities.
- 10.1.6 Unless the customer disputes an account, as provided for in clause 10.4, the customer must pay NEOTEL, by the date specified in the account, the combined fees set out in the account sent to the customer.
- 10.1.7 The rates at which the combined fees that are applicable at any time are levied are listed in the price list that can be obtained from NEOTEL's offices or from NEOTEL's website. The rates at which the usage fees that are applicable at any time are levied can also be obtained from the Authority.
- 10.1.8 Any amount which is due and payable by the customer to NEOTEL which is not paid on or before the due date indicated on the account, will bear interest up to a maximum of prime +5%, or the maximum amount that is legally permissible, if it is lower, compounded monthly, calculated from the date of issue of the account until the date of actual payment of the outstanding amount.

10.2 Deposit

- 10.2.1 NEOTEL may request the customer to pay a deposit in the form and manner specified by NEOTEL -

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- 10.2.1.1 before NEOTEL will accept the order form submitted by the customer;
- 10.2.1.2 in order for NEOTEL to continue to supply any services to the customer if the customer has not complied with the payment terms set out in these general terms and conditions; or
- 10.2.1.3 in order for NEOTEL to restore any services that have been suspended or terminated in terms of these general terms and conditions.
- 10.2.2 The deposit will be held by NEOTEL as security for payment of the combined fees. Only NEOTEL may draw upon the deposit at any time to recover any amounts in respect of combined fees which are due and unpaid. Where this happens, the customer will be required immediately to pay the amount deducted from the deposit. If the customer does not do so, NEOTEL may suspend the provision of services until the customer pays the amount deducted. NEOTEL shall not be deemed to have given up (waived) any of its rights or remedies by drawing on the deposit to recover overdue or unpaid amounts.
- 10.2.3 Where the customer has paid a deposit, NEOTEL may credit the customer's account with interest in respect of the deposit held at a rate to be determined by NEOTEL from time to time.
- 10.2.4 If any service for which the customer has paid a deposit is terminated, the amount of the deposit will be credited to the customer's account and any remaining credit balance will be refunded within ninety (90) calendar days of such termination.
- 10.2.5 If the customer does not comply with clause 10.2.1 or 10.2.2, the customer will have committed a material breach of the agreement.

10.3 Taxes and regulatory fees

All combined fees are exclusive of applicable taxes and regulatory fees levied on NEOTEL by any governmental authority, unless otherwise stipulated by NEOTEL.

10.4 Disputed accounts

The customer shall take all reasonable steps to ensure that the account submitted to them by Neotel is correct and in the event of inaccurate information the Customer undertakes to notify Neotel within a reasonable time of the error.

11 OBLIGATIONS OF THE PARTIES

11.1 Customer's Obligations

The customer must -

- 11.1.1 use the services in accordance with -
 - 11.1.1.1 these general terms and conditions;
 - 11.1.1.2 the product specific terms; and
 - 11.1.1.3 the acceptable use policy.
- 11.1.2 not violate the Act or any other applicable law, rule or regulation or any applicable manufacturer's specifications in relation to equipment or otherwise unreasonably interfere with the use of the services or NEOTEL's network by any other customer of NEOTEL.

11.2 Obligations of NEOTEL

NEOTEL must -

- 11.2.1 provide the services and perform its obligations in terms of these general terms and conditions;
- 11.2.2 not violate the Act or any other applicable law, rule or regulation.

12 START AND DURATION OF THE AGREEMENT

- 12.1 The agreement between the customer and NEOTEL, in respect of any particular services ordered by the customer and which NEOTEL has agreed to provide, will start on the service commencement date and will continue, subject to clause 14 below -
 - 12.1.1 if the term is specified in the order form, for the term specified in the order form;
 - 12.1.2 if there is no fixed term stipulated in the order form, indefinitely on a month-to-month basis, subject to the customer giving NEOTEL thirty (30) calendar days' written notice to cancel the agreement.
- 12.2 In the event that there is a fixed term specified in the order form, NEOTEL will notify the customer in writing, within eighty (80) business days, but not less than forty (40) business days before the expiry of the agreement of:
 - 12.2.1 the pending expiry date;
 - 12.2.2 any material changes to the general terms and conditions or the product specific terms if the customer elects to renew the agreement or not terminate it; and

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- 12.2.3 any option available to the customer in relation to the relevant services, including termination or renewal.
- 12.3 If the customer enters into the agreement for particular service or product for a fixed term as provided for in clause 12.1.1, and does not cancel or renew the agreement for a further term before the term has ended, then the agreement in respect of the service/s will continue indefinitely, subject to the customer giving NEOTEL twenty (20) business days' written notice that he, she or it wishes to renew the agreement for a further term or cancel the agreement.
- 12.4 If the customer is a pre-paid customer, any pre-paid voucher will remain valid -
- 12.4.1 for three (3) years from the date on which it was purchased or issued, in the event that it has not yet been redeemed; or
- 12.4.2 for six (6) months from the date on which it was redeemed.

13 SUSPENSION

NEOTEL may suspend the services -

- 13.1 in order to perform modifications to, or maintenance of, NEOTEL's network. NEOTEL will use its reasonable endeavours to inform the customer and other customers of any planned interruption to services, and to restore the services as soon as is practicable.
- 13.2 if the customer fails to pay any combined fees to NEOTEL by the date on which an amount becomes due and payable, in which case NEOTEL may only suspend the particular service to which the non-payment relates, except if the customer has failed to make payment in respect of any service by the due date on three (3) occasions in any period of three (3) consecutive months and/or in the case of fraud, in which case NEOTEL may suspend any or all of the other services being provided to the customer, and not only the service for which payment has not been made; or
- 13.3 If the customer has not paid any combined fees, NEOTEL will give the customer at least twenty (20) business days written notice to pay the outstanding amount/s before suspending the service or product for which the combined fees have not been paid.

14 TERMINATION

14.1 Termination by the customer

- 14.1.1 The customer may terminate the agreement in respect of a particular service, services or product if -
- 14.1.1.1 NEOTEL breaches a material provision of these general terms and conditions and/or any product specific terms and, if such breach is capable of remedy, NEOTEL fails to remedy the breach within twenty (20) business days after receipt of written notice from the customer asking NEOTEL to do so;
- 14.1.1.2 the customer no longer wishes to receive the service or product in question by giving NEOTEL twenty (20) business days' written notice; or
- 14.1.1.3 any bankruptcy, insolvency, administration, liquidation, receivership or winding-up proceedings are commenced in respect of NEOTEL.
- 14.1.2 If the customer enters into an agreement with NEOTEL, for a particular service or product as a result of direct marketing by NEOTEL, the customer may cancel the agreement in relation to that service or product by giving NEOTEL written notice within five (5) business days after the date on which the customer signed the order form.
- 14.1.3 If the customer cancels the agreement in terms of clause 14.1.2, NEOTEL will return any payment received from the customer for such service or product within fifteen (15) business days after receiving notice of the cancellation or after the customer has returned any equipment that was supplied in terms of the agreement, whichever is the later.

14.2 Termination by NEOTEL

- 14.2.1 Subject to clauses 14.2.2 and 14.2.3, NEOTEL may terminate the agreement in respect of a particular service, services or product if -
- 14.2.1.1 the customer breaches any of these general terms and conditions and/or any product specific terms;
- 14.2.1.2 the customer has not paid all or any combined fees; or
- 14.2.1.3 the customer has contravened -
- 14.2.1.3.1 any notices or rules communicated by NEOTEL to the customer from time to time relating to the use of, access to or security measures relating to the services;
- 14.2.1.3.2 the Act, any regulation or any other law, rule, regulation or policy of any governmental authority relating to the services or to the customer's use of the services;
- 14.2.1.4 NEOTEL determines that the customer has engaged in conduct that has caused or may cause damage to NEOTEL's facilities, NEOTEL's network or any third parties;
- 14.2.1.5 any bankruptcy, insolvency, administration, liquidation, receivership or winding-up proceeding are commenced against the customer or any of its affiliates; or

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- 14.2.1.6 NEOTEL receives any direction, notification or instruction from any governmental authority to suspend or terminate the provision of the services to the customer or generally (where the reason for this is not due to any fault or negligence of NEOTEL).
- 14.2.2 In the circumstances specified in clauses 14.2.1.1, 14.2.1.2 and 14.2.1.3 above only, NEOTEL will give the customer at least twenty (20) business days' advance written notice to remedy the breach before terminating the agreement in respect of any particular service in terms of this clause 14.2.
- 14.2.3 If the reason for the termination relates to non-payment in terms of clause 14.2.1.1, then NEOTEL must give the customer at least twenty (20) business days' advance written notice to make payment before terminating the agreement in respect of a particular service. NEOTEL will only terminate the particular service to which the non-payment relates, where applicable, except if the customer has failed to make payment by the due date on three (3) occasions in any period of three (3) consecutive months and/or except in the case of fraud, then NEOTEL may terminate the agreement in relation to any or all of the other services being provided to the customer, and not only the service to which the non-payment relates.

15 CONSEQUENCES OF TERMINATION

- 15.1 If the customer has entered into an agreement for a particular service for a fixed term, and the customer cancels the agreement prior to the expiry of the fixed term or NEOTEL terminates the agreement in respect of a particular service prior to the expiry of the term in terms of these general terms and conditions the customer will be required to pay any or all of the following amounts to NEOTEL, as applicable:
- 15.1.1 the combined fees payable for any service or product provided to the customer up to the date of termination of the agreement in respect of that service or product, including the balance of the equipment fee, if any, for any equipment purchased from NEOTEL;
- 15.1.2 any fees or charges relating to any equipment supplied, installed or maintained by NEOTEL that are due and payable as at the date of termination of the agreement in respect of that service or product; and
- 15.1.3 any additional expenses not specified in this clause which have been incurred by NEOTEL in connection with the provision of the services or product up to and including the date when the services were suspended or the agreement in respect of the services was terminated.
- 15.2 If the customer is a pre-paid customer and the agreement in respect of any particular service is terminated for any reason, and provided that the voucher in question is not older than
- 15.2.1 three (3) years from the date on which it was purchased or issued, in the event that it has not yet been redeemed; or
- 15.2.2 six (6) months from the date on which it was redeemed,
- Neotel shall refund any credits on the pre-paid customer's pre-paid voucher upon physical receipt of the prepaid voucher in question.
- 15.3 If the customer is a post-paid customer and the agreement in respect of any particular service is terminated for any reason, the customer must pay the outstanding balance of the account and equipment fee, if any, for any equipment purchased from NEOTEL.
- 15.4 After termination of the agreement in relation to a particular service for whatever reason -
- 15.4.1 NEOTEL may enter the customer premises to remove its facilities; and
- 15.4.2 the customer must pay on demand all charges and/or costs outstanding at the date of termination, or accrued thereafter as a result of the termination.

16 LIABILITY AND INDEMNITY

- 16.1 In the course of performing its obligations under these general terms and conditions, NEOTEL will take all reasonable precautions to ensure the safety of the customer, and the customer's property against damage as a result of the provision of the services, and/or installation or maintenance of facilities and/or equipment.
- 16.2 Any work in connection with the provision, installation or maintenance of any facility or equipment will be carried out by NEOTEL in such a way as to avoid, as far as reasonably possible, loss or inconvenience to the customer or the public, and, on completion of such work, any property of the customer or land which may have been disturbed will be restored to the same condition that it was in before the provision of the services or installation or maintenance of facilities or equipment.
- 16.3 LIABILITY AND INDEMNITY WILL BE SUBJECT TO THE PROVISIONS OF THE SECTION 61 OF THE CPA.
- 16.4 NEOTEL ASSUMES NO RESPONSIBILITY FOR THE INTEGRITY, CORRECTNESS, RETENTION OR CONTENT OF THE INFORMATION TRANSPORTED VIA NEOTEL'S NETWORK AND WILL NOT BE LIABLE IN RELATION TO SUCH CONTENT WHERE IT WAS NOT FORSEEN OR COULD NOT HAVE BEEN REASONABLY FORSEEN BY NEOTEL.
- 16.5 NEOTEL will use its best endeavours to notify the customer of any changes to NEOTEL's network which could have an effect on the customer.

17 CUSTOMER CARE AND DISPUTE RESOLUTION

17.1 Customer centre and complaints desk

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- 17.1.1 The customer may direct any queries and/or problems in connection with the services, a product or any item of equipment that has been supplied, installed or maintained by NEOTEL or report any faults to NEOTEL by contacting the NEOTEL contact centre, during the hours of 08:00 to 22:00 Monday to Friday; 08:00 to 16h00 on Saturdays; and 08:00 to 14:00 on Sundays & Public Holidays by -
- 17.1.1.1 dialling 243 from a NEOTEL line; or 0800 333 636; or
- 17.1.1.2 sending an e-mail to consumers@neotel.co.za.
- 17.1.2 If the customer has called or e-mailed in accordance with clause 17.1.1 above, and has not been assisted or received a response to an e-mail within twenty-four (24) hours of sending it, the customer can contact the NEOTEL complaints desk during the hours of 08:00 and 17:00 on any business day, by -
- 17.1.2.1 dialling 243 from a NEOTEL line; or 0800 333 636; or
- 17.1.2.2 sending an e-mail to complaints@neotel.co.za.
- 17.1.3 The NEOTEL complaints desk has fourteen (14) business days to resolve the case depending on the nature of the case.
- 17.1.4 If NEOTEL does not resolve a complaint to the customer's satisfaction within the period referred to in clause 17.1.3, then the customer may refer a complaint to the Authority any other body that has the power in terms of any law, including the CPA, to mediate or decide consumer disputes, or the customer may refer the dispute to arbitration in terms of clause 17.2.

17.2 Arbitration

- 17.2.1 If the customer has referred a complaint to NEOTEL and is not satisfied with the manner in which the complaint has been resolved, or if NEOTEL has a dispute with the customer other than a payment dispute, where -
- 17.2.1.1 the matter in dispute does not involve a complicated issue of law;
- 17.2.1.2 does not involve a sum greater than that determined by the Authority from time to time; and
- 17.2.1.3 the parties wish to resolve the matter by means of a low cost procedure,
- then either party may declare a dispute by delivering the details of the dispute to the other party, and may request that the dispute be referred by the parties, with or without legal representation, to arbitration by a single arbitrator within the jurisdiction of the magistrates court where the service is provided, upon the agreement of both the parties.
- 17.2.2 Where a matter is referred to arbitration, the arbitration will be conducted by a single arbitrator who must be -
- 17.2.2.1 selected by mutual agreement between the parties or, failing such agreement;
- 17.2.2.2 nominated on the application of either party by the chairperson of the law society within that area.
- 17.2.3 Every reasonable effort will be made to ensure that the arbitrator has the necessary skills to enable him or her to adjudicate the dispute in a satisfactory manner.
- 17.2.4 The arbitration will be held in accordance with procedures, and at a date and time to be determined by the arbitrator. The arbitration must be conducted in an informal and summary manner and must be held as quickly as possible with a view to this being completed within twenty (20) calendar days of the appointment of the arbitrator.
- 17.2.5 The award of the arbitrator will be final and binding on the parties.
- 17.2.6 This clause 17.2 constitutes the irrevocable consent of the parties to the arbitration proceedings, and neither party may withdraw from it or claim at any such arbitration proceedings that it is not bound by the arbitration provisions. This is subject to any statutory rights that the customer has, including in terms of the Act or the CPA, to resolve disputes by other means.

18 MISCELLANEOUS

18.1 Privacy

- 18.1.1 The customer consents to the processing of his/her personal information by NEOTEL for all purposes related and contemplated in these general terms and conditions, which may include the storage, transfer and processing of such personal information in and to countries outside of the Republic of South Africa. NEOTEL will collect, store and process any personal information relating to the customer in a secure place and using appropriate technology in accordance with its privacy statement. NEOTEL shall take all reasonable steps necessary to ensure that any personal information transferred outside of the Republic of South Africa is protected and is processed as required by the Protection of Personal Information Act 4 of 2013 and the applicable data protection laws in that country.
- 18.1.2 NEOTEL may need to collect personal information from and disclose certain personal information to NEOTEL's service providers, including credit card verification providers and credit bureaux (in order to perform credit checks), banks (to process transactions), consumer research companies (that assist NEOTEL to understand consumer interests by conducting surveys), and collection agencies (if the customer has not paid any account on time) and as set out in the privacy statement. By entering into the agreement for the service, services or product the customer consents to the collection and/or disclosure of his or her personal information for these purposes.

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- 18.1.3 NEOTEL may also be required to disclose a customer's personal information by law, including to law enforcement agencies (as provided for in any legislation that is applicable to NEOTEL). Where this happens, NEOTEL will only disclose the personal information to the extent required by any third party receiving the personal information, unless the customer consents to NEOTEL disclosing it for any other reason.
- 18.1.4 The customer must notify NEOTEL immediately if there is any change to any personal information, or to correct any errors in the customer's account or customer information.
- 18.1.5 The customer is entitled to withdraw its consent to the processing of its personal Information by giving written notice to NEOTEL together with the grounds therefor; provided that the lawfulness of the processing of personal information before such withdrawal will not be affected or the withdrawal will not affect any processing that -
- 18.1.5.1 is necessary to carry out actions for the conclusion or performance of any agreement between NEOTEL and the customer;
- 18.1.5.2 complies with an obligation imposed by law on NEOTEL;
- 18.1.5.3 protects a legitimate interest of the customer; or
- 18.1.5.4 is necessary for pursuing the legitimate interests of NEOTEL or a third party to whom the personal information is supplied.
- 18.1.6 The customer has the right to -
- 18.1.6.1 access and rectify the personal information collected by NEOTEL in relation to him/her;
- 18.1.6.2 object, by written notice to NEOTEL, to the processing of his/her personal information on reasonable grounds, unless legislation provides for such processing;
- 18.1.6.3 lodge a complaint to the Information Regulator, established or to be established in terms of the Protection of Personal Information Act 4 of 2013, regarding the alleged unlawful processing of the customer's personal information by NEOTEL. The Information Regulator's contact details will be published in the Government Gazette and/or by the Information Regulator, once it is established".

18.2 Content on the Internet and on NEOTEL's network

- 18.2.1 NEOTEL only provides access to the Internet. NEOTEL does not operate or control content on the Internet. The customer will have no claim against NEOTEL relating to any content on the Internet or relating to any information, product, services or software ordered through or provided over the Internet.
- 18.2.2 NEOTEL is not responsible for monitoring content on NEOTEL's network or on the Internet. However, NEOTEL may take measures to ensure security and continuity of the services on NEOTEL's network within NEOTEL's discretion, including the identification and blocking or filtering of Internet traffic.
- 18.2.3 The customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. NEOTEL WILL NOT BE LIABLE FOR UNAUTHORISED ACCESS TO THE CUSTOMER'S NETWORK OR OTHER BREACHES OF NETWORK SECURITY.

18.3 Third party networks

NEOTEL does not own or control other third party networks outside of NEOTEL's network. NEOTEL is not responsible for any filtering or access restrictions imposed by such networks or for the performance (or non-performance) within such networks or within interconnection points between NEOTEL's network and other third party networks.

18.4 Force majeure events

Except for the customer's payment obligations under the agreement, neither party will be liable in any way to the other party for any performance in terms of the agreement that is prevented or hindered due to a force majeure event. If NEOTEL is unable to provide the services for a period of more than thirty (30) consecutive calendar days on account of a force majeure event, then either party may cancel the affected agreement upon written notice to the other party, and both parties shall be released from any further future liability under that agreement.

18.5 Governing law

The agreement will be governed by South African law. Other than in the circumstances specified in clause 16, the parties consent to the jurisdiction of the magistrate's court in respect of any dispute and/or claim arising between them, even if the claim or amount in dispute or the value of the matter in dispute exceeds the jurisdiction of such court.

18.6 Severability

Should any provision of these general terms and conditions be held by a court to be invalid, void or unenforceable, the offending provision will be struck out of these general terms and conditions but the remainder of these general terms and conditions shall remain legal, valid and binding.

18.7 Waiver

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The failure by either party to exercise or enforce any right conferred by these general terms and conditions will not be deemed to be a waiver (giving up) of any such right not to operate so as to bar the exercise or enforcement of any such or other right at any later time.

18.8 Assignment

The customer may not cede and delegate or assign its rights and obligations under the agreement to a third party without first obtaining NEOTEL's written consent. If Neotel assigns the agreement to a third party it will notify the customer in advance. If the customer does not accept such cession, the customer may terminate the agreement by giving NEOTEL notice in writing within thirty (30) calendar days of being informed of the cession.

18.9 Notices

Any notice or communication that is required or permitted to be given in terms of these general terms and conditions may be delivered by hand or sent by registered pre-paid post, or facsimile or e-mail (with confirmation of delivery) at the addresses given in the order form or at any other address stipulated, at a later stage. Any notices or communications will be deemed to have been received at the time of delivery (in the case of hand deliveries or transmissions by facsimile or e-mail) or within one week after the date of posting (in the case of postal deliveries).

18.10 Relationship of the parties

These general terms and conditions will not establish any partnership, joint venture, employment relationship, franchise, agency or any similar relationship between the parties.

18.11 Language

Unless otherwise reasonably requested by the customer, these general terms and conditions and all documents, notices, correspondence and legal proceedings arising from or relating to it will be drawn up in English, Afrikaans and Zulu. If there is a conflict between different versions of these general terms and conditions, the English version will prevail.

18.12 Entire agreement

The agreement constitutes the only agreement of the parties relating to its subject matter. All prior written or oral agreements, understandings, communications or practices between the parties are superseded insofar as they relate to the subject matter of the agreement.

18.13 Modifications to the agreement

- 18.13.1 NEOTEL can amend or replace these general terms and conditions and/or any product specific terms or amend any of the fees charged from time to time. Customers will be given at least thirty (30) calendar days' notice of any proposed changes before they come into effect.
- 18.13.2 If the customer does not accept any amendments or changes made by NEOTEL to the general terms and conditions and/or any product specific terms, the customer may terminate the agreement by giving NEOTEL notice in writing within thirty (30) calendar days of being informed of the amendments or changes. If the customer does not cancel the agreement in such a manner, the customer will be deemed to have accepted the changes or amendments.
- 18.13.3 Any amendments to the order form/s must be agreed to in writing and signed by both the parties.

18.14 Conflict of agreements

In the event of any conflict between the documents comprising the agreement, precedence will be given to the documents in the following order:

- 18.14.1 the order form;
- 18.14.2 the product specific terms;
- 18.14.3 these general terms and conditions;
- 18.14.4 privacy statement; and
- 18.14.5 acceptable use policy.