

Simsciex Technologies (PTY) LTD
Reg. Number: 2014/041061/07
Workshop 17 Firestation
16 Baker Street
Rosebank
2196

South Africa
Tel: +27 11-568-2143; Fax: +27 86-578-8988
www.simsciex.co.za VAT No.: 4520276066



Simsciex (Pty) Ltd. Bank Account Details:

Bank Name: First National Bank (FNB)

Bank Account Number: 63078415932

Branch Code: 250655

Reference: (Initials and surname with your 1st SIX digits of your ID)

I AGREE TO BE VERIFIED, I HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED AND DECLARE THAT INFORMATION GIVEN HEREIN IS CORRECT, IN THE EVENT OF THE 3RD PARTY DEFAULTING, I AM COMPLETELY LIABLE AND RESPONSIBLE FOR ANY OUTSTANDING AMOUNTS OWED TO SIMSCIE X.

REQUIRED ATTACHMENTS FOR APPLICATION TO BE CONSIDERED BY SIMSCIE X: COPY OF ID, BANK STATEMENT, PROOF OF INCOME, PROOF OF ADDRESS (e.g. UTILITY BILL). WE AS SIMSCIE X ADHERE TO THE POPI ACT.

SIMSCIE X TECHNOLOGIES (PTY) LTD Terms and Conditions

What follows is a summary for your convenience and forms part of the agreement between you and SIMSCIE X. It is your responsibility to read the clauses referred to:

Simsciex Airfibre Broadband Services

- A) The following Terms and Conditions contain assumptions of risk and/or liability by the Customer; and limits and excludes liabilities, obligations, and legal responsibilities which Simsciex Technologies Proprietary Limited (referred to as “Simsciex”) will have towards Customers and other persons.**
- B) These Terms and Conditions also limit and exclude Customers rights and remedies against Simsciex and place various risks, liabilities, obligations, and legal responsibilities on Customers.**
- C) These Terms and Conditions may result in Customers being responsible for paying additional costs and amounts and Simsciex may also have claims and other rights against Customers.**
- D) To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (“the CPA”), no provision of these Terms and Conditions is intended to contravene the applicable provisions of the CPA. Therefore, all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.**
- E) The Customer must read these Terms and Conditions. Utilization of the Simsciex Airfibre Broadband Service (“Airfibre”) will constitute as agreement to comply with these Terms and Conditions.**

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SIMSCIE X TECHNOLOGIES (PTY) LTD DEFINITIONS

In this agreement the following terms shall have the meanings set out below:

- 1) **“Acceptance Date”** means the date on which you have accepted the Agreement, whether verbally, in writing or by way of electronic medium, including but not limited to clicking “I agree” on a Simsciex web page or via telephonic conversation.
- 2) **“Activation Date”** means the date on which Simsciex will give you access to and/or enable you to use a product.
- 3) **“Agreement”** means the agreement concluded between yourself and Simsciex in respect of the product or service contemplated in the Application Form which will be exclusively governed by these general terms and conditions and the product specific terms and conditions applicable to the relevant product or service (**“Product Specific Terms and Conditions of Use”**) read together with the Application Form.
- 4) **“Airfibre”** is a broadband internet technology that uses fixed wireless technology to provide high-speed internet access wirelessly.
- 5) **“Application Form”** means the document/s (which includes electronic documents and online forms) on which (inter alia) you have selected Simsciex product/s and/or service/s for which you would like to apply.
- 6) **“AUP”** means the Simsciex Acceptable Use Policy, which all Customers are obliged to adhere to as legislated for safe and responsible use of the Simsciex network and services without interference, prejudice and/or harassment from others.
- 7) **“Bearer Service”** means the Connectivity medium providing access to the Simsciex broadband service. This includes but is not limited to the physical Fibre infrastructure, microwave links, LTE and/or LTE-A deployments between the

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backbone network and the Simsciex provided Equipment within the end user's premises, whether Simsciex owned or through partnership and/or open access agreements with other providers.

- 8) **"Business day"** means any day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa.
- 9) **"Business hour"** means a period of 60 minutes between the hours of 08h00 and 17h00 South African Time, on a business day.
- 10) **"Client"** is the party described as such on any application or service order executed between it and Simsciex.
- 11) **"Client data"** means data:
 - 11.1) transmitted to the client using the Simsciex system,
 - 11.2) stored by the client on the Simsciex system (or on the client system as the case may be), or
 - 11.3) transmitted by the client via the Simsciex system,
 - 11.4) in the day-to-day utilisation of a service.
- 12) **"Client equipment"** means any equipment installed at Simsciex's premises by the client that Simsciex does not own, including without limitation servers, peripherals, routers, switches, software, databases, data cables, and uninterruptible power supplies.
- 13) **"Connectivity"** means the access to the Internet provided to you by Simsciex products and services.
- 14) **"Data"** means electronic representations of information in any form.
- 15) **"Database"** means a collection of related data including, but not limited to, text, images, sound and video, all of which have been created and integrated using a method of connecting and displaying the data into a collection of interrelated independent files or data which are stored together.
- 16) **Downgrade:** When a customer decreases the speed of their internet connection with their existing supplier while staying at the same premises. The downgrade of speed is independent of the price (I.e. Speed decrease could be accompanied by the same price, price increase or price decrease)

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- 17) **“Effective Period”** means the period in which Simsciex will grant you access to and/or enable you to use a product, for example time based free Wi-Fi access in public areas.
- 18) **“Emergency maintenance”** means maintenance to the Simsciex system intended to remedy existing circumstances or prevent imminent circumstances that are likely to cause danger to persons or property, an interruption to the communication services, or substantial loss to Simsciex, the client or any third party.
- 19) **“Equipment”** means all hardware and any associated software used to access the services, or used in conjunction with the services, including but not limited to routers, Wi-Fi devices, SIM cards, antennae and telephone handsets.
- 20) **“Fee”** in respect of each service will be as noted in the fee schedule provided to the client on initiation of the service and adjusted from time to time.
- 21) **“General terms”** means this document.
- 22) **“Good industry practice”** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced service provider providing similar services to those provided under this agreement. Such a service provider would seek in good faith to comply with its contractual obligations, and with all applicable laws, codes of professional conduct, relevant codes of practice, relevant standards, and all conditions of planning and other consents.
- 23) **“Intellectual property rights”** means patents, registered designs, trademarks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions, that grant similar rights.
- 24) **“Malicious code”** means anything that contains any computer software routine or code intended to:

23.1) allow unauthorised access or use of a computer system by any party, or

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- 23.2) disable, damage, erase, disrupt or impair the normal operation of a computer system,
- 23.3) and includes any back door, time bomb, Trojan horse, worm, drop dead device or computer virus.
- 25) **Migration:** When a customer stays at the same premises but changes their technology medium type (e.g., from Fixed LTE to Fibre).
- 26) **"Multi-Factor authentication"** refers to the process of establishing a user's identity using several concurrent means of verification such as one-time pin, security questions or other forms of validation.
- 27) **"Product Specific Terms and Conditions"** means the terms and conditions of use applicable to those specific products and/or services.
- 28) **"QoS"** means Quality of Service which is an advanced feature of a router which prioritises internet traffic for applications, services or specific devices.
- 29) **Relocation:** When a customer moves to a new physical location.
- 30) **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2003.
- 31) **"Services"** generally means internet services and access but for each specific service offering the meaning will be specified in more detail, as provided in the additional terms for each of the listed options.
- 32) **"Service order"** means a goods, licence, services and / or work order agreed to in terms of this agreement describing the specific goods or services to be provided by Simsciex to the client.
- 33) **"Service terms"** means a document describing the terms on which Simsciex will provide a particular good or service, as amended from time to time.
- 34) **"Simsciex"** means Simsciex Technologies (Pty) Ltd, may assign, cede or delegate any of their rights or obligation.
- 35) **"Software"** means any computer programme (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.

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- 36) **“Supplier”** means a supplier of goods and / or services to Simsciex.
- 37) **“Top Up”** When customers, who are on a capped Fixed LTE package, purchase additional data because they have exhausted their allocated data.
- 38) **“Trial”** means to assess the suitability or performance of the Simsciex service for the limited period of a single billing month.
- 39) **Upgrade:** When a customer increases the speed of their internet connection with their existing FNO while remaining at the same premises. The upgrade of speed is independent of the price (I.e. Speed upgrade could be accompanied by the same price, price increase or price decrease).
- 40) **"User/s"** means the client or any other person accessing any of the services provided by Simsciex.

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SUBSCRIBER TERMS

1. Simsciex Airfibre General.

1. By contracting with Airfibre for services, the client agrees, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules, or policies which are displayed to the client in connection with the services.
2. The purpose of this AUP is to:
3. ensure compliance with the relevant laws of the Republic.
4. specify to clients and users of Airfibre's service what activities and online behaviour are considered an unacceptable use of the service.
5. protect the integrity of Airfibre's network, and.
6. specify the consequences that may flow from undertaking such prohibited activities.
7. This document contains several legal obligations which the client will be presumed to be familiar with. As such, Airfibre encourages the client to read this document thoroughly.
8. Airfibre respects the rights of Airfibre's clients and users of Airfibre's services to freedom of speech and expression, access to information, privacy, human dignity, religion, belief, and opinion.
9. Airfibre's services may only be used for lawful purposes and activities. Airfibre prohibits any use of its services including the transmission, storage and distribution of any

- material or content using Airfibre's network that violates any law or regulation of the Republic. This includes, but is not limited to:
10. Any violation of local and international laws prohibiting child pornography, obscenity, discrimination (including racial, gender or religious slurs) and hate speech, or speech designed to incite violence or hatred, or threats to cause bodily harm.
 11. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
 12. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks, and trade secrets.
 13. Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.
 14. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another client without their consent; or any attempt to enter a transaction with Airfibre on behalf of another client without their consent.
 15. Any violation of the exchange control laws of the Republic. Any activity that results in the sale, transmission, or

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distribution of pirated or illegal software.

2. Service description.

1. The Account will be charged per pro-rata if the customer was activated in the middle of the month.
2. Airfibre is range of broadband services utilizing fixed wireless access (FWA). The service is an uncapped broadband service without traffic shaping.
3. Airfibre is available in the following line speed offerings:

Download Speed	Upload Speed
Up to 10Mbps	Up to 2Mbps
Up to 20Mbps	Up to 4Mbps
Up to 50Mbps	Up to 10Mbps
Up to 100Mbps	Up to 20Mbps

4. Maximum line speed will be subject to the network capacity at the Customer's premises, which has been limited to 100 Mbps per subscriber.
5. Simsciex can only provide Airfibre where there is coverage. Therefore, the provision of this service is subject to the verification coverage after the order is placed.
6. The retail offering includes a Wi-Fi router, external wireless access point (RN) and Power over Ethernet (POE) injector.
7. Airfibre will be available from 28 February 2024 and until Simsciex in its sole and absolute discretion elects to discontinue the service.
8. Customers can place orders for Airfibre through the Simsciex Online

Sign-up form, or email:

info@simsciex.co.za or whatsapp on 0115682143.

9. All orders placed online are subject to acceptance by Simsciex on the acceptance date.
10. All requests for Airfibre will undergo a desktop service feasibility study.
11. The final feasibility to deliver the service is subject to an onsite visit to qualify the installation for service.
12. In the event where Simsciex is unable to deliver the service due to failed Radio Frequency (RF) propagation or any other reasons not limited to cost of providing the infrastructure, Simsciex may deem the order not feasible, and the order may be cancelled.
13. The Customer must ensure accurate information is provided for Simsciex to qualify service coverage. Any costs incurred by Simsciex due to incorrect information provided by the Customer may be charged to the Customer.
14. Should the Customer change the site location prior to the delivery of the Service, Simsciex shall charge reasonable costs and fees (if any) arising from the change of site.
15. The acceptance of the order will depend on, amongst others, the correctness of the product related information reflected on the order; the availability of coverage in the specified location; credit vetting and receipt of payment or a payment authorization.
16. As the service is intended for residential use only, orders placed in the names of juristic persons i.e. businesses and trusts, will not be allowed.

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17. Simsciex reserves the right to obtain information regarding the Customer's credit worthiness from third parties i.e. credit bureaus and authorized agents, after the Customer has placed the order. An order may be accepted or rejected based on the information received from credit bureaus.
18. The order is accepted when the customer's Airfibre Account is activated.
19. The Account will be charged per pro-rata if the customer was activated in the middle of the month.
20. The Customer must comply with the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 ("RICA") prior to Airfibre being activated.
21. RICA requires the customer to provide full names, surname, identity document number and residential address together with the relevant supporting documents, to a RICA Officer.
22. The activation of the service is subject to the Customer accepting Simsciex's latest terms and conditions.
23. The Airfibre contract commences on the date of activation and will remain in force on a month-to-month basis.
24. Customers have the right to a cooling off period of seven (7) days from the day of service activation. During this period, the consumer may cancel the Airfibre contract (for whatever reason) subject to returning all hardware received as part of the agreement and the payment of cancellation charge of R2,500.00 (Incl VAT).
25. Simsciex will supply a Wi-Fi router at no charge on a free-to-use basis. This means that the Customer must return the equipment upon cancellation of Airfibre.
26. Ownership of the installed equipment will remain with Simsciex for the duration of the Simsciex contract.
27. The risk of loss, damage or theft of the equipment will transfer to the Customer upon delivery of the equipment. Where a customer loses, damages the equipment, or the equipment is stolen, he will be liable to pay the replacement value of the equipment at the time of loss, damage, or theft. Simsciex will provide another device and reserves the right to provide a refurbished device.
28. Simsciex undertakes to provide installation at no charge, subject to the Customer maintaining Airfibre for a period of 24-months ("clawback-period").
29. Simsciex reserves the right to recover a cancellation charge of R2,500.00 (Incl. VAT) if the Customer cancels Airfibre within 24-months of activation.
30. The Customer will be required to grant Simsciex field service agents and their representatives' access to work, internally and externally, at the

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- customer premises for installations and maintenance. Therefore, the Customer must ensure that he has obtained all necessary consent and authorisations, including planning permission where required, from landlords, tenants, and other occupants.
31. The Simsciex field service agent will perform a speed test, in accordance with the before proceeding with the installation. If the field test yields result lower than the contracted bandwidth, the customer may decline services and effectively cancel the order.
 32. It is the customer's responsibility to ensure that infrastructure installed on their premises are maintained in operational condition to maintain safety and quality working of the service.
 33. Equipment supplied by Simsciex carries a warranty for defects for the duration of the Airfibre The warranty only applies to manufacturer defects and not user-induced and/or negligent damage; or damage caused by liquid or moister intrusion.
 34. If equipment supplied by Simsciex becomes defective:
 35. the Customer must notify Simsciex immediately.
 36. Simsciex will have the equipment repaired or replaced.
 37. Simsciex reserves the right to replace equipment with refurbished equipment.
 38. The Customer will be liable for repair or replacement cost to faulty equipment if the damage to the equipment is user induced.
 39. The equipment remains the property of Simsciex and Simsciex reserves the right to recover the equipment upon cancellation.
 40. Simsciex is not liable for structural and cosmetic implications that arise because of installation or uninstallation of the services.
 41. If additional cabling is necessary, the Customer will be responsible for the extra costs incurred. The Customer will be informed of the associated cost and provided with an invoice. Once the invoice is settled, the cabling installation will proceed. These additional costs could be quoted directly by the Installer/3rd party for the costs thereof.
 42. If the Customer needs to relocate the Remote Node (RN) to a different location within the current premises, the Customer will be responsible for the associated costs. These additional costs could be quoted directly by the Installer/3rd party for the costs thereof."

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3. Billing and Payment.

1. Billing of the Airfibre account will be triggered once the services have been installed and tested.
2. Simsciex will bill the customer for monthly subscription charges in advance from the time the service has been activated.
3. Where a Simsciex Account is activated before the end of a billing cycle, the Customer will be liable for pro-rated subscription.
4. The Customer will also be billed in advance for any additional hardware and services (where applicable).
5. The Customer must pay amounts due into Simsciex's bank account within two (2) business days of the invoice date or on the debit order date.
6. If a customer pays by debit order or other electronic means, his bank or third party is his agent. The Customer carries the risk of payment until Simsciex receives payment into its bank account.
7. Simsciex reserves the right to charge a debit order fee of R11,50 (excluding VAT) for each unsuccessful debit order transactions.
8. Where 2 consecutive debit orders are unsuccessful, Simsciex reserves the right to automatically change the payment method.
9. Customers must request a refund via email to accounts@simsciex.co.za or info@simsciex.co.za or telephonically on 0115682143.
10. Accounts with credit balances less than three months of the monthly subscription value can be utilized for future payments provided that the

account still has an active subscription.

11. Accounts with credit balances whose value is more than three months of the monthly subscription value and still have an active subscription, can be refunded.
12. Credit balances on deactivated and deceased customer accounts may be refunded, provided there are no further billable transactions due on the account. Only the account holder will be refunded upon the supply of proof of banking details in the account holders name, that is not older than three months.
13. The deceased estate representative of the customer's estate must request a refund in writing and provide proof that they are the representative of the deceased estate and supply of proof of banking details of the estate trust account that is not older than three months.
14. Customers are required to submit payment arrangement requests either via email to accounts@simsciex.co.za or info@simsciex.co.za or telephonically on 0115682143. Furthermore, each customer is limited to a single payment plan at any given moment.
15. If the customer is overdue and has no payment arrangement, no additional services and no upgrade to other packages can be affected until their account is up to date. Only downgrades may be performed on overdue customers.

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4. Rules of suspension and relocation.

1. Simsciex reserves the right to suspend billing and provisioning, with notice to the Customer, if Simsciex has not received payment in full.
2. Where a customer has been suspended, they will not have access to the services.
3. A suspended Airfibre account may be reactivated subject to payment of the full outstanding amounts due, and to unsuspend the line Simsciex will reserve the right to charge a fee equivalent to an activation fee to be determined by Simsciex.
4. Where suspension continues for a period of 30 consecutive days or more, Simsciex reserves the right to cancel the contract and deactivate the Airfibre account.
5. A Customer may not request for his Simsciex Account to be suspended whilst they are in-contract as Simsciex does not allow any kind of payment holiday arrangement.
6. Any account with an outstanding balance three days posts the due date shall be suspended. A notification will be dispatched to the customer 24 hours after the due date, alerting them of potential service suspension within three days if payment is not received.
7. Customers may upgrade the line speed of their services at the same premises, effective immediately, subject to payment of the difference in package price, prorated until the next billing date.
8. Customers may downgrade the line speed of their services at the same premises, effective from the next

9. billing date. The Customer must give notice to Simsciex of his intention to downgrade on or before the 20th of the month prior to the intended effective date of the downgrade.
9. Modifications to the service will be subject to a feasibility check for available capacity.
10. Downgrades are limited to once in a period of 6 consecutive months.
11. Simsciex reserves the right to charge a regrading fee.
12. Customers may relocate their services from one premises to another subject to the following conditions:
13. A feasibility checks for available capacity.
14. Installation will occur in accordance with – Installation, Equipment and Connectivity.
15. Where the move takes place within an existing claw-back period, the agreement will remain in place for the initial term and no additional promotional value will be given.
16. Where any new infrastructure is required for the services to be installed, any current clawback charges will be billed to the subscriber to cover the installation fees, and a new agreement term will ensue.

5. Rules of transfer and cancellation.

1. Customers may transfer their Airfibre Accounts to another person subject to the following:
2. all outstanding amounts including amounts that Simsciex is entitled to recover during the claw-back period, must be settled by the Customer; and

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3. the transfer of the Airfibre Account is subject to the new Customer accepting Simsciex's latest terms and conditions.
4. the address remains the same.
5. The Customer may cancel Simsciex FTTH at any time by giving Simsciex notice of one calendar month. E.g. A cancellation request made on the 28th of June will take effect at the end of July. A cancellation request made on the 1st of July will take effect at the end of August. If the last day of the month falls on a weekend, the cancellation request should be submitted by the preceding Friday, by no later than 2pm.
6. The notice must be communicated via e-mail to info@simsciex.co.za.
7. Simsciex reserves the right to recover any outstanding amounts including amounts recoverable in respect of the value of any equipment supplied, including lost or damaged equipment (replacement value at the time of cancellation).
8. Cancellation within the first (24) months of initial activation of a Airfibre service agreement, will incur an additional cancellation charge of R2,500.00 (incl. VAT), referred to on the invoice as Clawback.
9. This cancellation fee is not amortized over the said twelve (12) month term.
10. The following equipment is also recovered / collected from the subscriber's premises upon cancellation. If the equipment is not recovered the customer will be billed for it. Router (replacement value R680.70 inc VAT), Other – Mounting Kit, PoE Injector and Residential Node (replacement value within 0-12

months of activation R5,000.00 Inc VAT; replacement value within 12-24 months of activation R5,000.00 Inc VAT).

6. Service Interruptions and Support

1. The Simsciex contact centre is available on 011 568 2143 or WhatsApp 011 568 2143 during the following time periods:
2. Technical support: 09:00 to 18:00 (Monday to Sunday)
3. Account queries: 09:00 to 17:00 (Monday to Friday)
4. Sales and order follow up: 09:00 to 18:00 (Monday to Friday), and 08:00 to 14:00 (Saturday).
5. Where a call out can be attributable to a fault caused by the Customer, the Customer will be charged a call out fee.
6. Simsciex reserves the right at any time to modify, suspend or discontinue the services, with notice, without liability to the Customer or any third party.
7. Simsciex reserves the right from time to time to vary the charges of these services as may be deemed necessary in its discretion, with notice.
8. The Customer must visit Simsciex website regularly for notices, updates and/or changes to products and services.
9. As changes will be posted on the Simsciex website, the Customers continued use of the products and/or services will be deemed acceptance of the amended rules.

Simsciex (Pty) Ltd. Bank Account Details:

Bank Name: First National Bank (FNB)

Bank Account Number: 63078415932

Branch Code: 250655

Reference: (Initials surname and your 1st SIX digits of your ID)

7. Limitation of liability.

1. Subject to a fixed limit, Simsciex only accepts liability for direct loss, or damages suffered by the Customer, for which Simsciex is responsible for in terms of law, except for loss or damages (direct or indirect) caused by:
2. Simsciex's failure to supply or deliver equipment or services on the required date and/or time.
3. The suspension, interruption, or cancellation of Airfibre account through no negligent or failure by Simsciex (and its representatives and agents).
4. The legal suspension of the Customer's Airfibre account.
5. Any acts or omissions by Simsciex and its representatives or agents, that are beyond its control.
6. The Customer's use of any equipment supplied to them by Simsciex.
7. Simsciex's cumulative maximum liability for all claims, actions, Demands and proceedings, irrespective of the cause, is limited to one month's subscription payable in terms of the Airfibre contract.

8. Complaints handling procedure.

1. Simsciex has a complaints resolution procedure that aims to address any dissatisfaction with its products and services.
2. Complaints can be communicated via email (info@simsciex.co.za).
3. Simsciex will acknowledge your complaint within 48 hours and

provide the Customer with a reference number.

4. Simsciex will investigate and provide feedback on the complaint within 14 calendars days.
5. If the Customer is not satisfied with the resolution of the complaint, he/she has the right to refer the matter to:
6. The Internet Service Provider's Association (ISPA) on queries@ispa.org.za; or
7. the Independent Communications Authority to South Africa (ICASA) on icasa.org.za.
8. The Consumer Goods and Services Ombudsman on www.cgso.org.za or email to info@cgso.org.za.

9. Action following breach of AUP.

1. Upon receipt of a complaint, or having become aware of an incident, Simsciex may, in its sole and reasonably exercised discretion take any of the following steps:
2. In the case of clients, warn the client, suspend the client account and/or revoke or cancel the client's service access privileges completely.
3. In the case of an abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the ISPA Code of Conduct (if applicable).
4. In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means.

Simsciex Technologies (PTY) LTD
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Workshop 17 Firestation
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2196
South Africa
Tel: +27 11-568-2143; Fax: +27 86-578-8988
www.simsciex.co.za VAT No.: 4520276066



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5. In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.
6. Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP.
7. Institute civil or criminal proceedings.
8. Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies; and/or
9. suspend or terminate the service as provided for in the agreement.
10. This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

10. Reservation and non-waiver of rights.

1. Simsciex reserves the right to amend or alter this policy at any time, and without notice to the client.
2. Simsciex reserves the right to act against any individuals, companies or organisations that violate the AUP, or engage in any illegal or unlawful activity while accessing Simsciex's services, to the fullest extent of the law.
3. Simsciex reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over Simsciex's network.
4. Simsciex reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over Simsciex's network.