

TT CONNECT TERMS AND CONDITIONS FOR AFRIHOST CLIENTS

("TT Connect Terms")

1. INTERPRETATION

In this Agreement unless the context indicates a contrary intention -

- 1.1. an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa;
- 1.2. the singular includes the plural and vice versa;
- 1.3. when any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case it shall be inclusive of the first day following the said Saturday, Sunday or public holiday;
- 1.4. if any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a Party, then notwithstanding that such provision is contained in that clause, effect shall be given thereto as if such provision were a substantive provision in the body of the Agreement;
- 1.5. any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time;
- 1.6. the head notes to the clauses to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate; and
- 1.7. no provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.

2. DEFINITIONS

Unless otherwise determined by the context, the following words will bear the meanings assigned to them hereunder–

- 2.1. "**Afrihost Agreement**" means the agreement entered into between the Client and Afrihost and which include the terms and conditions contained on Afrihost's website, comprising the General Terms, Glossary, Fibre Terms, Acceptable Use Policy and Sanctions Policy, including any amendments thereto;

- 2.2. **“Business Days”** means Monday to Friday, both days inclusive, but excluding officially promulgated South African public holidays that fall on or between a Monday and Friday;
- 2.3. **“ECA”** means the Electronic Communications Act, 36 of 2005;
- 2.4. **“End-User”** means the person or entity to whom or which Afrihost provides electronic communication services by means of the Services;
- 2.5. **“Equipment”** means equipment supplied by TT Connect to the Client, on the basis of a loan or rental, to enable Afrihost to utilise the Services, and includes the ONT(s);
- 2.6. **“ICASA”** means the Independent Communications Authority of South Africa or any entity replacing it;
- 2.7. **“Network”** in general, means the physical fibre optic network(s) owned/or leased by TT Connect, and in relation to each Service Order means the system comprising of all electronic communications facilities (as defined in the ECA) from the ONT to the Cross Connect Point (both inclusive);
- 2.8. **“ONT”** means Optical Network Terminal, being the device installed at each End-User and which forms a demarcation point between TT Connect and the Afrihost;
- 2.9. **“Party”** means any one of the signatories to this Agreement and “Parties” shall mean the signatories to this Agreement collectively;
- 2.10. **“Service(s)”** means the service provided by Afrihost to the Client in terms of the Afrihost Agreement and for each specific service offering that a Client selects, the meaning will be specified in more detail, as provided in the additional Service Terms and/or the Client interface for each of the listed options.

3. DURATION

- 3.1. Subject to the Afrihost Agreement, these TT Connect Terms will apply for as long as the agreement between Afrihost and the Client in respect of the Service continues.

4. SUSPENSION / TERMINATION OF SERVICES

- 4.1. TT Connect will suspend the Services should a Client fall into arrears with Afrihost in respect of the Clients account. Clients agree that they will remain liable for all fees related to suspended services, including but not limited to penalty charges, admin charges and reconnection charges.
- 4.2. TT Connect shall be entitled, without prejudice to any right that TT Connect may have in law or in these TT Connect Terms, at any time and on such notice as may be reasonable in the circumstances to suspend provision of the Services or any part to perform maintenance tasks necessary to ensure the quality and integrity of the Network.

- 4.3. TT Connect shall give notice of such maintenance work except where such maintenance work needs to be conducted on an urgent basis, in which event, TT Connect shall provide as much notice as reasonably possible, together with the expected duration of the work to be done.
- 4.4. All liability on the part of TT Connect for any loss or damage, whether direct or consequential, incurred or for any costs, claims or demands of any nature arising out of the suspension of the Services, is excluded, unless such maintenance work was necessitated due to the gross negligence of TT Connect.
- 4.5. Unless a suspension was necessitated due to the gross negligence of TT Connect, the Client shall be obliged to continue to pay all charges and fees due for each Service during the period during which the Services are suspended and the Client acknowledges that under no circumstances shall the Client be entitled to a reduction in any charge or have any other right or remedy against TT Connect, its agents or any other persons for whose acts and omissions TT Connect is vicariously liable in law.
- 4.6. The Client agrees that the Services may be terminated by TT Connect if:
 - 4.6.1. the Client commits or allows the commission of any breach of these TT Connect Terms and the Client fails to remedy such breach within 10 (ten) days after receipt of a written notice to that effect from TT Connect or Afrihost; or
 - 4.6.2. the Client repeatedly breaches these TT Connect Terms to the extent that Afrihost or TT Connect can reasonably determine that the Client's conduct is inconsistent with the intention or ability of the Client to comply with these Terms;
- 4.7. If TT Connect terminates access to the Network and the Services due to the Client's breach of these TT Connect Terms referred to in clause 4.6 above, TT Connect shall have the right to claim specific performance from the Client, in addition to the right of TT Connect to claim damages. These rights are without prejudice to such other rights that TT Connect may have in law.
- 4.8. These TT Connect Terms shall only be terminated if:
 - 4.8.1. the Client lawfully terminates the Afrihost Agreement;
 - 4.8.2. Afrihost lawfully terminates the Afrihost Agreement; or
 - 4.8.3. TT Connect lawfully terminates the Network access.
- 4.9. After such termination referred to in clause 4.8, the Client undertakes to return the Equipment immediately to TT Connect who shall be entitled to enter any premises where the Equipment is located to recover same. TT Connect may hold the client liable for the costs of return or recovery of the Equipment.

5. **SUPPORT**

- 5.1. The Client shall contact Afrihost in respect of the following support requests:
 - 5.1.1. to confirm power to the router and fibre converter/ONT at the Client's premises;

- 5.1.2. to confirm the correct configuration of the Client's router;
- 5.1.3. to troubleshoot and eliminate any wireless issues at the Client's premises;
- 5.1.4. speed tests only with one device connected physically to the Client's router with wireless disabled during the time of the test;
- 5.1.5. packet loss issues to Afrihost's gateway.

6. PROVISIONS APPLICABLE TO CLIENT

- 6.1. The Client acknowledges and agrees that all rights of ownership in and to the Equipment (including the ONT device) and Network shall, at all times, remain vested in TT Connect and accordingly, the Client shall not hold itself out as the owner of the Equipment, nor sell, transfer, dispose of, mortgage, charge or pledge the Equipment or permit the possession of the Equipment to be taken away from the Client.
- 6.2. Notwithstanding the provisions of clause 6.1 above, all risk in and to the Equipment shall pass to the Client on delivery from TT Connect and the Client shall be liable for any and all loss, theft or destruction of or damage thereto, howsoever arising.
- 6.3. The Client agrees to handle and use the Equipment with no lesser degree of care than it would had the Equipment belonged to the Client, and the Client shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment.
- 6.4. The Client shall not repair or maintain the Equipment using any third party without the prior written consent of TT Connect or tamper with the Equipment in any other manner.
- 6.5. The Client shall not make any alteration or modification to the Equipment nor use the Equipment or permit the Equipment to be used for any purpose for which it is not designed or intended to be used or in contravention of any applicable law or regulation.
- 6.6. The Client shall not affix the Equipment to any land or building in such a manner as to become a fixture.
- 6.7. The Client shall allow TT Connect to affix or to cause to be affixed to the Equipment, plates or markings indicating ownership of the Equipment.
- 6.8. The Client agrees to, subject to the Client's reasonable security restrictions, allow TT Connect and persons authorised by it, at all reasonable times during business hours, access and entry to any premises where the Equipment is situated for purposes of inspecting the Equipment.
- 6.9. The Client agrees to not commit or attempt to commit any act or omission which directly or indirectly:
 - 6.9.1. damages TT Connect's technical infrastructure, the Network or any part thereof in any manner;

- 6.9.2. impede or preclude TT Connect from being able to provide the Services in a reasonable manner; and
 - 6.9.3. constitutes an abuse or misuse, whether malicious or otherwise, of the Services.
- 6.10. The Client agrees that it shall not:
- 6.10.1. allow any unauthorised person to access the Services;
 - 6.10.2. use the Services for any improper, immoral or unlawful purpose nor shall the Client allow others to do so;
 - 6.10.3. allow subletting of connections. Where this is found to be the case, the Client agrees that its connection in respect of the Service will be terminated and business rates will be back billed for the term of the Service;
 - 6.10.4. abuse TT Connect or its staff. Where this is found to have taken place, TT Connect may suspend or terminate Services in such cases.
- 6.11. TT Connect reserves the right in its sole discretion, without cost or penalty to TT Connect, to substitute or discontinue, in whole or in part, the technology in terms of which the Services are delivered to Afrihost and ultimately the Client, provided that TT Connect shall be obliged to furnish Afrihost with no less than 6 (six) months prior written notice of such substitution or discontinuation. TT Connect shall ensure that the new technology has no lesser functionality or features than the substituted or partially discontinued technology.

7. PRIVACY POLICY AND DATA PROCESSING

- 7.1. The Client consents to and permits TT Connect to process its personal information in order to render the Services through the Network.
- 7.2. TT Connect shall implement appropriate technical and organisational measures to protect Client personal information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing.

8. INDEMNIFICATION

- 8.1. The Client acknowledges that TT Connect has certain obligations in terms of the Regulation of Interception of Communications and Provision of Communications-related Information Act concerning the lawful interception of communications and provision of information. The Client indemnifies TT Connect and holds TT Connect harmless against any liability, claims, fines or other penalties as a result of TT Connect complying with such legal obligations.

9. DISCLAIMER

9.1. The Client agrees that TT Connect, together with Afrihost, shall not be liable in any way to the Client or any third party for any indirect or consequential loss or damage of whatsoever nature (including loss of property, loss of profit, business, goodwill, revenue, data or anticipated savings) and/or howsoever arising or for any costs, claims or demands of any nature whether asserted against TT Connect or Afrihost by any party arising directly or indirectly out of the use of, access, withdrawal or suspension of the Services.