

TERMS AND CONDITIONS

Comtel Connect

1. INTRODUCTION

- 1.1. These Terms and Conditions ("Terms") govern the relationship between Extim (PTY) Ltd trading as Comtel Connect ("Comtel"), a registered fibre network operator in South Africa, and its associated stakeholders, which include Internet Service Providers ("ISPs"), Developers, Body Corporates, Home Owners Associations, Master HOAs and System Integrators.

2. SERVICES PROVIDED

- 2.1. Comtel is responsible for the installation, management, and maintenance of the fibre network. Comtel provides layer 2 services to ISPs and facilitates their interconnects at Teraco Data Centres.
- 2.2. The network is a True Open Access Fibre Network allowing approved entities (ISPs and System Integrators) to connect their services at their own expense.

3. USE OF THE NETWORK

- 3.1. Authorised ISPs sell their services via the fibre network and pay Comtel a monthly line rental fee to use the network.
- 3.2. Authorised System Integrators connect their building services (such as CCTV, Satellite TV, Intercom, Access control, electrical and water meters etc) to the fibre network and pay Comtel a cost to connect.
- 3.3. The costs to connect and provision services across the network are outlined in the respective Master Service Agreements (MSA).

4. ACCESS AND AUTHORISATION

- 4.1. Developers, Body Corporates, HOAs and Master HOAs provide Comtel with their consent and all the required access to install, manage, support and maintain the True Open Access Fibre Network on the property, as per the terms and conditions outlined in the Master Service Agreement (MSA).

5. COMTEL NETWORK

- 4.1. Comtel, at its cost, installs, manages, supports and maintains the layer 1 fibre network.
- 4.2. Comtel holds exclusive ownership over the fibre network, including but not limited to the fibre cables, splitters, domes, conduits, sleeves, and any related passive hardware installed by Comtel.
- 4.3. Comtel's ownership of the layer 1 network persists regardless of changes in the ownership or management of the property.

5. SHARED NETWORK

- 5.1. In circumstances where the Developer, Body Corporate, Home Owners Association or Master HOA ("the Owner") funds the installation of the layer 1 fibre network, including all passive components such as fibre cable, splitters, domes, sleeves, etc, ownership of these components will reside with the Owner.
- 5.2. Comtel will pay the Owner a line rental fee for every actively connected client on the network, as per the terms and conditions outlined in the MSA.

6. NETWORK MANAGEMENT

- 6.1. Comtel, at its cost, will provide, manage, support and maintain the Layer 2 network, including but not limited to the active equipment such as GEAPON headend, core routers,

ONTs and backhaul fibre connectivity that connects the property to the Teraco data centres.

- 6.2. This management responsibility includes the facilitation of Internet Service Providers (ISPs) and System Integrators to install and provision their services across the network.
- 6.3. Comtel will ensure that the network remains conducive to the operation of these services, supporting and maintaining appropriate network conditions and settings for optimal service delivery.
- 6.4. Access and usage of the network is subject to our terms and conditions as outlined in the MSA.

7. MISUSE OF EQUIPMENT

- 7.1. Comtel bills the responsible parties to replace, repair or reconfigure faceplates, splicing, drop fibres and ONTs that were misused.
- 7.2. Misuse includes damage due to negligence, unauthorised modification or repair, not powering ONTs via surge protectors, and other general misuse practices.

8. THIRD-PARTY DAMAGES

- 8.1. In the event that a third party, permitted by the Developer, Body Corporate, Home Owners Association or Master HOA (the "Owner") to work onsite, causes damage to or disrupts the network or equipment, the Owner will be liable for any and all costs associated with repairing or replacing the damaged network or equipment.
- 8.2. The Owner is expected to ensure that any third parties they allow to work onsite are aware of the presence and location of Comtel network components and equipment and take appropriate measures to avoid causing damage.

9. ENVIRONMENTAL RESPONSIBILITY

- 9.1. Comtel is committed to the provision of a unified, resource-efficient network with a minimised environmental impact.

10. DISPUTES AND GOVERNING LAW

- 10.1. Any disputes arising from these Terms or conditions between Comtel and stakeholders shall be resolved according to South African law, with Cape Town being the preferred jurisdiction for such disputes.

11. TERMINATION OF SERVICES

- 11.1. Circumstances or actions leading to service termination, the process for stakeholder disengagement, SLA specifics, and warranty provisions are dictated by the Master Service Agreement (MSA) contract between Comtel and the individual stakeholders.
- 11.2. The termination or suspension of services provided by Comtel or any stakeholder is governed as per the respective MSA contract.

12. WARRANTY AND SLA

- 12.1. Any warranty provisions and specific conditions related to SLAs will be dictated by the MSA contract.

13. PRIVACY AND DATA PROTECTION

- 13.1. Comtel is committed to safeguarding your privacy. We follow stringent procedures to ensure that your personal information is handled responsibly in accordance with the applicable data protection regulations.
- 13.2. All stakeholders are required to comply with data protection laws. Personal information shall not be disclosed or used inappropriately.

- 13.3. Comtel may collect and process personal data as necessary to provide the service, in accordance with privacy laws and regulations.

14. LIMITATION OF LIABILITY

- 14.1. Comtel will not be held responsible for any indirect, consequential, or any damages whatsoever arising from the use of our network or services.

15. CHANGES TO THESE TERMS

- 15.1. Comtel reserves the right to revise these Terms at any time.
- 15.2. Changes will become effective upon their posting on the Comtel website.

16. CONTACT US

- 16.1. If you have any questions or concerns about these Terms or any services offered by Comtel, please feel free to contact us at info@comtelconnect.co.za

17. ACCEPTANCE OF THESE TERMS

- 17.1. By using Comtel's network, stakeholders indicate their agreement to these Terms.
- 17.2. If a stakeholder does not agree to these Terms, they are not permitted to use the network.