

## **COMTEL FNO TERMS AND CONDITIONS**

### **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 clients, which include Internet Service Providers ("ISPs"), Developers, Body Corporates, Home Owners Associations, Master HOAs, Install Partners, and System Integrators.

### **2. Agreement Duration and Charges**

- 2.1. The duration of the agreement and charges (including VAT) are as per the specific details outlined in the client's agreement.
- 2.2. Comtel reserves the right to modify the pricing of its services and equipment. Any changes to the pricing will be communicated to the client with a minimum of 30 days' notice before the new rates take effect. This adjustment may be due to, but not limited to, inflation, changes in the cost of providing service, or regulatory requirements. Clients will have the option to accept the new pricing or terminate their agreement in accordance with the terms specified within their current agreement.

### **3. Services Provided**

- 3.1. Comtel provides layer 2 services to ISPs and facilitates their interconnects at Teraco Data Centres.
- 3.2. The network is a True Open Access Fibre Network allowing approved entities (ISPs and System Integrators) to connect their services at their own expense.

### **4. Use of the Network**

- 4.1. Authorised ISPs sell their services via the fibre network and pay Comtel a monthly line rental and connection fee for every subscriber they connect.
- 4.2. 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.
- 4.3. The costs to connect and provision services across the network are outlined in the respective Service Agreement.

### **5. Network Contention**

- 5.1. Natural contention on networks may arise during peak times when multiple users compete for limited bandwidth resources.
- 5.2. When a client runs a speed test during such periods, the results can be affected by both the client's network congestion and potential contention or CPU constraints on the speed test server, especially if numerous users are conducting tests at the same time.

### **6. Call-outs and Maintenance**

- 6.1. Any call-out or maintenance to fix a fibre break within a subscriber unit is billed to the ISP.
- 6.2. Any call-out or maintenance to replace or reconfigure a subscribers ONT is billed to the ISP.

### **7. Access and Authorisation**

- 7.1. 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 Service Agreement.

## **8. Comtel's Network**

- 4.1. Comtel (and/or its Install Partners), 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.

## **9. Network Management**

- 9.1. Comtel (and/or its Install Partners), at its cost, provides, manages, supports and maintains 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.
- 9.2. Comtel's facilitates Internet Service Providers (ISPs) and System Integrators to install and provision their services across the network.
- 9.3. Comtel ensures that the network remains conducive to the operation of these services, supporting and maintaining appropriate network conditions and settings for optimal service delivery.
- 9.4. Access and usage of the network is subject to our terms and conditions as outlined in the Service Agreement.

## **10. Misuse of Equipment**

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

## **11. Third-Party Damages**

- 11.1. 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.
- 11.2. 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.

## **12. Environmental Responsibility**

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

## **13. Disputes and Governing Law**

- 13.1. 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.

## **14. Termination of Services**

- 14.1. Circumstances or actions leading to service termination, the process for stakeholder disengagement, SLA specifics, and warranty provisions are dictated by the Service Agreement between Comtel and the individual stakeholders.

- 14.2. The termination or suspension of services provided by Comtel or any stakeholder is governed as per the respective Service Agreement.

**15. Standard Response Times**

- 15.1. Standard Response times for fault resolution are between 1 and 3 business days.
- 15.2. ISPs who require improved turnaround times for their clients must sign up for SLAs.

**16. Warranty and SLA**

- 16.1. Any warranty provisions and specific conditions related to SLAs will be dictated by the Service Agreement.

**17. Privacy and Data Protection**

- 17.1. 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.
- 17.2. All stakeholders are required to comply with data protection laws. Personal information shall not be disclosed or used inappropriately.
- 17.3. Comtel may collect and process personal data as necessary to provide the service, in accordance with privacy laws and regulations.

**18. Limitation of Liability**

- 18.1. Anyone who uses Comtel's network agrees to use it at their own risk; and indemnifies and holds Comtel, its employees, agents and Install Partners harmless from any indirect or consequential losses, damages, costs, or expenses arising from using the network.

**19. Changes to these Terms**

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

**20. Contact Us**

- 20.1. 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](mailto:info@comtelconnect.co.za)

**21. Acceptance of these Terms**

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