



Terms and Conditions

Fibre services

The ONT remains the property of ICE or 3rd Party Network Provider at all times.

The CPE will form part of the ICE One service contract.

After the ICE One Broadband price plan initial contract period (24 month or 12-month price plans), the CPE and any other customer equipment (excluding the ONT) become the property of the customer. A customer on month-to-month will own the CPE. The customer will be liable for CPE (Router) cost if he cancels within 6 months.

A Manufacturer warranty will apply to all customer equipment provided by ICE.

If customer equipment is swapped out by an approved installer as part of fault management, the warranty of the replacement customer equipment will be valid for the balance of the ICE One service contract period.

The customer gives ICE permission to configure the router for additional Service Set Identifier's (SSID's) to enable supplementary services.

Any use of a customer's router for additional SSID's will be at no charge to the customer and will not impact the Customer's service.

ICE will not provide the username and password of the CPE device to the customer because the CPE device is remotely managed by ICE.

Service interruptions

ICE will endeavour to limit service interruption occurrences to the ICE One service and the length thereof.

In the case of a service interruption in the ICE One service, ICE will deploy technical teams to address any network faults.

If a customer detects a service interruption in the ICE One service, the customer has to notify ICE customer care of the interruption.

If the service interruption in the ICE One service is traced to a customer's ICE One installation or customer equipment, then ICE will endeavour to rectify the fault remotely, failing which a service team will be dispatched to the customer's premises to address the fault.

If in the event of a service interruption in the ICE One service a service team is dispatched to the customer's premises and it is found that the service interruption is attributable to the customer's actions, then ICE will charge the customer the applicable rates for dispatching the service team to rectify the service interruption.

Liability

ICE accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance of ICE's Fibre service including the customer's use of the customer equipment.

ICE accepts no liability for any loss or damage arising out of the use of the ICE One service, including loss or damage due to using the Internet and/or transferring files and content.



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Acceptable Usage Policy

ICE reserves the right to use an Acceptable Usage Policy (AUP) to manage its networks in order to maintain acceptable levels of customer experience.

The ICE One services are subject to a AUP.

The ICE One AUP is subject to change from time to time.

The ICE One Broadband uncapped AUP and the reduced line speed applicable to ICE self-build fibre will be the same as above.

The ICE One Broadband uncapped price plans do not have out-of-bundle rates.

ICE reserves the right to terminate the contractual relationship with customers who regularly breach the fair usage policy for ICE One Broadband price plans on no less than 30 days prior written notice.

A customer cannot load a top-up bundle to restore the speed on an ICE One Broadband uncapped price plan.

Non-payment

ICE One services may be suspended in the event of non-payment, and a R60.00 fee will be charged for unpaid debit orders.

A reconnection fee may be applied.

Termination & Cancellations after ICE CPE installation.

Cancellations within the contract period will carry a penalty equivalent to all the remaining subscription due for the remainder of the 24 months or 12-month contract period.

The cost of the router provided is recovered over a 24-month period for 24-month price plans and over 12 months for 12 months and month-to-month price plans.

The recovery costs are calculated as follows for 24-month price plans: $24 \text{ months} - \text{total months on the existing price plan} = \text{balance} \times \text{CPE cost} / 24$

Example: A customer on a 24-month price plan who cancels their contract in month 12 will be liable for the remainder of the cost associated with the router. The recovery costs are calculated as follows: $24 \text{ months} - 12 \text{ months} = 12 \text{ months} \times \text{CPE cost} / 24$

The recovery costs are calculated as follows for 12 months and month-to-month price plans: $12 \text{ months} - \text{total months on the existing price plan} = \text{balance} \times \text{CPE cost} / 12$

Example: A customer on a 12-month price plan who cancels their contract in month 6 will be liable for the remainder of the cost associated with the router. The recovery costs are calculated as follows: $12 \text{ months} - 6 \text{ months} = 6 \text{ months} \times \text{CPE cost} / 12$

Example: A customer on a month-to-month price plan who cancels their contract in month 6 will be liable for the remainder of the cost associated with the router. The recovery costs are calculated as follows: $12 \text{ months} - 6 \text{ months} = 6 \text{ months} \times \text{CPE cost} / 12$

The customer can cancel the month-to-month contract at any time subject to providing a 30-day calendar notice period on the 1st of each month.

Any penalties applicable to customer equipment due to termination or cancellation will be included in the last invoice.

ICE will inform customers 30 days in advance of the initial contract end period.



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Customers will need to inform ICE one (1) calendar month in advance for any cancellation/termination request to enable ICE to complete processing the cancellation/termination.

Cancellation and Termination before ICE CPE installation

If the customer cancels the ICE One service prior to the installation of the Optical Network Terminal (ONT) by the Network Provider i.e. ICE, Dark Fibre Africa (DFA), Openserve, Metro fibre, SEACOM in customer's home the customer will not be liable for the installation fee.

If the customer cancels the ICE One service prior to the installation of the Optical Network Terminal (ONT) by the Network Provider there will be a cancellation charge of DFA (R5500), VOConnect (R1700), Comsol (R1700), Liquid Telecoms (R2000), Bitco (R1700)

If the customer cancels the ICE One service after the installation of the ONT by the Network provider then the customer will be liable for an installation fee

The installation fee of the ONT varies per Network Provider.

The installation fee applies across month-month, 12 months and 24-month contract period.

Upgrades and Migrations

The customer may migrate to any other ICE One service offer by contacting one of the customer touch points and submitting the request.

90.1. The request to migrate will be subject to the subscriber's current package and which package they wish to migrate to.

90.2. ICE may in certain instances have specific migration rules for a particular package which restricts migrations. For Clarity: If the subscriber is on a promotion and received free services, that subscriber will not be able to migrate out of the promotion into another promotion. These rules will be listed for each applicable price plan where applicable. The subscriber is required to be familiar with these package specific rules for which they are signed up.

Definitions

91.1. Upward Migration: An upward migration refers to the scenario when the subscriber wishes to move to a package of a higher base subscription than the existing package.

91.2. For Clarity: Where a customer on a R599 package wishes to migrate to a R799 package, this will be considered an upward migration.

91.3. Downward Migration: A downward migration refers to the scenario when the subscriber wishes to move to a package of a lower base subscription than the existing package.

For Clarity: Where a customer on a R799 package wishes to migrate to a R599 package, this will be considered a downward migration.

Upward and downward line speed migrations may attract a once-off fee as per the product catalogue available.

Upward and downward contract term migrations may attract a once-off service activation fee as per the product catalogue available



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Relocation and Moves

If the customer wishes to move the location of the ICE One service, the following will apply:

94.1. Moves will be allowed subject to a feasibility study on whether an ICE One service can be provisioned at the new location.

94.2. Any additional costs relating to the provisioning of the ICE One service at a new location will be charged to the customer with prior approval.

If an ICE One customer re-locates to a location with no ICE One network, the customer will be able to cancel the ICE One contract without penalties however the customer will be liable for any outstanding fees applicable to the CPE.

When the customer relocates or move the ICE One service to a different address, a new 24-month, 12 months or month-to-month contract period will apply unless instruction is received by ICE to cancel the existing contract which will be subject to ICE's cancellation policy referred to herein.

If an ICE One customer moves the ICE CPE within the customer premises, the following will apply:

95.1. An ICE One customer will be responsible for charges associated with the move and any non-standard installation charges (where applicable).

Fixed Voice

The ICE One Fixed Voice service is dependent on an ICE One Broadband installation.

The customer will receive an ICE One Fixed Voice non-geographic telephone number.

The customer can port a geographical telephone number to the ICE One Fixed Voice service.

All national on-net (ICE One to ICE One and ICE One to ICE GSM) and off-net (ICE One to any other operators) calls will be deducted from the ICE One Fixed Voice price plan allocations or at the default out-of-bundle rates if the price plan allocation is depleted.

99.1. ICE One Fixed Voice minutes will carryover for up to three (3) months.

99.2. The ICE One Fixed Voice order of consumption is based on expiry date of the voice minutes.

The minute bundle that expires first, is the bundle that gets consumed first.

99.3. All international calls will be charged at the current ICE international calling rates.

ICE One Promotions

ICE will run promotions on its fibre packages at its discretion from time to time

These promotions will have a start and end date during which time subscribers can sign-up

The standard terms and conditions stated herein will apply to any promotions

Where terms and conditions deviate for any promotions they will be stated in specific terms and conditions for the promotion.

Subscribers who are signed up to any promotion will have to live out the duration of that promotion and will not be eligible to migrate out of the promotion into any other promotion or revised price plans Cancellations of a promo will trigger the "Cancellation and Termination" clause contained herein, and any specific cancellation conditions listed in any specific terms for the promotion

ICE reserves the right to discontinue promotions at any time.



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Complaints Handling Procedure

ICE will endeavour to resolve all customer related service interruptions timeously;
If the customer believes that the problem is not being adequately attended to; please contact our Contact Centre on 064 576 2043 (available from 07:00 until 22:00, five days a week) and request to speak to the Contact Centre Manager (or an authorised delegated representative) to facilitate the escalation.

The escalation will be investigated, and feedback will be provided to the customer within a reasonable turnaround time.

This provision shall hold for all queries where internal competencies abound for resolution. Where the resolution of a query is dependent on the input of a third-party network provider (e.g. network element, value added service or service provisioning interfaces and/or installation), resolution would be dependent on Service Level Agreements (SLAs) agreed with network/service provider and to the extent that the customer is not required to engage with the third-party network provider directly.
If the customer is not satisfied with the resolution; the customer has the right to request the Contact Centre Manager to further escalate the matter to FTTH Escalations for further investigation. A Service Request Reference number will be communicated to the customer and will be used in all further correspondence with the customer.

Upon exhaustion of all aforementioned options to resolve complaint(s) and a customer is still not satisfied with ICE, such customer is at liberty to escalate his grievance(s) to the Independent Communications Authority of South Africa (ICASA)

Privacy Policy

ICE does not distribute any of your personal information to third parties; unless it's required to deliver the products or services requested by you. In addition, ICE will not sell your personal information to third parties unless you give us your specific permission to do so. For example, we may disclose your data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, ICE may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.

I/We _____ hereby accept the terms and conditions.

I/We have read and fully understand the contents stipulated above. I/We hereby agree to comply with the regulations to the best of my/our ability

Date ____ \ ____ \ ____

Signature