



4 Harbour Road, Kleinmond

PO Box 681, Kleinmond, 7195

accounts@askgroup.co.za

www.askit.cc

+27 (0)28 125 0047

+27 (0)79 624 1887

Reg no: 2009 | 064808 | 23

Vat no: 4540272608

ASK IT FIBRE BROADBAND GENERAL TERMS AND CONDITIONS

THIS AGREEMENT CONTAINS PROVISIONS WHICH MAY HAVE THE EFFECT OF (I) LIMITING ASK IT'S LIABILITY OR RISK OR THAT OF A THIRD PARTY AND/OR (II) PLACING RISK OR LIABILITY ON THE SUBSCRIBER AND/OR (III) OBLIGING THE SUBSCRIBER TO INDEMNIFY ASK IT OR A THIRD PARTY AND/OR (IV) CONSTITUTING A POSITIVE ACKNOWLEDGEMENT BY THE SUBSCRIBER OF ANY FACT. BY MAKING USE OF THE ASK IT FIBRE BROADBAND SERVICE(S) AND/OR RELATED SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT AMENDMENTS, VARIATION AND/OR NOVATION THEREOF.

GENERAL

- ASK IT Fibre Broadband Services are rendered through the use of optical fibre and consists of a combination of data, voice, content, and other related services that may be offered to subscribers from time to time.
- ASK IT determines the most suitable technologies to provision the ASK IT Fibre Broadband Services over its Electronic Communications Network to meet its commercial requirements.
- The ASK IT Fibre Broadband terms and conditions as detailed herein are subject to change from time to time, and any amendments, variations and/or novation shall be made available within a reasonable period thereafter on the ASK IT website. Any change to the ASK IT Fibre Broadband terms and conditions shall be made available to the subscriber upon request and such changes, amendments, variations, and novation shall continue to bind the subscriber throughout the duration of the subscriber's fixed-term agreement.
- The ASK IT Fibre Broadband Services terms and conditions shall, upon a subscriber's acceptance of a quotation from ASK IT, be deemed to be incorporated into the Agreement and bind the subscriber for the duration of the fixed-term agreement that a subscriber elects to enter into, including any extension thereof.
- In the provision of the ASK IT Fibre Broadband Services, ASK IT has partnered with 3rd Party Licensee Network Providers that provide the Electronic Communications Network through which ASK IT offers the ASK IT Fibre Broadband Services. The details of these 3rd Party Licensee Network Providers are available from ASK IT upon reasonable request by a subscriber.
- A detailed description of the various ASK IT Fibre Broadband Services products and related services is available on the ASK IT website.
- The rendering of the ASK IT Fibre Broadband Services is subject to the following additional policies and terms and conditions:
 - ASK IT's standard contract terms and conditions which are available on the ASK IT website.
 - ASK IT's Fair Usage Policy that is further set-out below.
 - Additional service or device specific terms and conditions that relate to Additional Services which ASK IT shall make available from time to time.
- In all instances where a subscriber obtains their ASK IT Fibre Broadband Services from a 3rd Party Licensee Network Provider, ASK IT shall remain the main point of contact for matters concerning the rendering of the ASK IT Fibre Broadband Services.
- In the event of a conflict between the ASK IT Fibre Broadband Services terms and conditions and any other ASK IT terms and conditions, including those that relate to additional services or device-specific terms and conditions, the ASK IT Fibre Broadband Services terms and conditions shall prevail.

PROVISION OF THE ASK IT FIBRE BROADBAND SERVICES

- The ASK IT Fibre Broadband Services are capable of being rendered or made available where the ASK IT Fibre Broadband Electronic Communications Network has been physically deployed, or where a 3rd Party Licensee Network Provider that has partnered with ASK IT has physically deployed its own Electronic Communications Network.
- The following persons are ASK IT 3rd Party Licensee Network Providers:
 - Sonic WIFI;
 - Openserve, a division of Telkom SA SOC Limited.
- ASK IT does not warrant the accuracy of the 3rd Party Licensee Network Provider's claimed presence of its Electronic Communications Network, and the activation of a subscriber's ASK IT Fibre Broadband Services is subject to the 3rd Party Licensee Network Provider's verification of its Electronic Communications Network coverage in the specified geographic area after an order has been placed with ASK IT. For the avoidance of doubt, upon the 3rd Party Licensee Network Provider's confirmation that its coverage does not extend to the subscriber's residential premises, ASK IT shall not proceed to fulfil the order for the installation and activation of the ASK IT Fibre Broadband Services.
- The provision of the ASK IT Fibre Broadband Services is subject to the credit vetting of eligible subscribers and the subsequent conclusion of an ASK IT Fibre Broadband Services fixed-term agreement by the subscriber.
- The ASK IT subscribers who are offered ASK IT Fibre Broadband Services on 3rd Party Licensee Network Providers' Electronic Communications Network shall only be able migrate to a different Licensee on condition that the existing ASK IT Fibre Broadband Services are terminated and that all outstanding charges that are due and payable, including early termination charges (where applicable) are settled in full.
- The ASK IT Fibre Broadband Services are available on "Capped" and "Uncapped" monthly subscription plans and are also available on either asymmetrical or symmetrical bandwidths subject to the transmission line-speed that is supported by the 3rd Party Licensee Network Provider.
- In rendering the ASK IT Fibre Broadband Services, ASK IT does **not** warrant that:
 - the ASK IT Fibre Broadband Services shall be rendered uninterrupted;
 - the ASK IT Fibre Broadband Services shall be rendered in accordance with prescribed quality of service; and
 - the ASK IT Fibre Broadband Services shall be rendered in accordance with prescribed uptime and throughput guarantees.
- ASK IT shall endeavour to maintain and render the ASK IT Fibre Broadband Electronic Communications Network and the ASK IT Fibre Broadband Services to the best of its ability and on a "best effort" basis.
- A subscriber may not resell or on-sell the ASK IT Fibre Broadband Services to any other person or use same for any commercial activities.
- ASK IT reserve the right to terminate the rendering of a subscriber's ASK IT Fibre Broadband Services if ASK IT determines that a subscriber is, or has resold the ASK IT Fibre Broadband Service to another person, or is using the ASK IT Fibre Broadband Services for commercial activities or in connection with any other unauthorized and/or unlawful purpose.

COMMENCEMENT AND DURATION

- Notwithstanding the date of signing a quotation or the acceptance of these ASK IT Fibre Broadband Services terms and conditions, the activation of a subscriber's ASK IT account may be effected on a subsequent date that shall be within a reasonable period after the fulfilment of an order.
- Upon the activation of a subscriber's ASK IT account, the ASK IT Fibre Broadband Services may be rendered in accordance with the following fixed-term agreements:
 - 12-month period; and
 - 24-month period; and
 - 36-month period.
- The fixed-term agreements entered into by subscribers shall remain in force and in effect for the entirety of the minimum duration, whereafter:
 - the agreement shall persist on a month-to-month basis until a subscriber either renews the agreement for a further period, or
 - the fixed-term agreement is terminated by either party providing one calendar month prior written notice to the other.
- Prior to the expiration of a 24-month and 12-month fixed-term agreement, ASK IT shall provide subscribers with at least 30 calendar days' prior notice of the imminent expiration of a fixed-term agreement.
- In the event that the ASK IT Fibre Broadband Services are discontinued, for whatever reason, prior to the expiry of the initial period of a fixed-term agreement, such discontinuation, along with the migration options or alternatives available to the subscriber shall be conveyed to the subscriber upon reasonable prior notice.

CHARGES AND TARIFFS FOR ASK IT FIBRE BROADBAND SERVICES AND RELATED PRODUCTS

- ASK IT reserves the right to adjust, vary and/or amend the terms and conditions pertaining to the charges levied for the ASK IT Fibre Broadband Services and the manner in which the ASK IT Fibre Broadband Services are rendered or made available from time to time and throughout the duration of the fixed-term agreements. Any such adjustments, variations and/or amendments shall be conveyed to subscribers, in writing, at least 30 calendar days prior to their effective date, or such other reasonable period as the circumstances may require.
- A subscriber may purchase the ASK IT Fibre Broadband Services through the following sales and distribution channels:
 - ASK IT website at www.askit.cc
 - ASK IT Fibre Broadband Services Customer care (028 124 0047).
 - Any ASK IT retail store; and
- A subscriber may, throughout the duration of their fixed-term agreement and subject to the acceptance of the relevant specific terms and conditions, purchase and subscribe to the following additional services:
 - ASK IT Fibre Broadband Services offering data connectivity with Internet access;
 - ASK IT Fibre Fixed Voice offering voice calls (national and international);
 - ASK IT Fibre Broadband with Fixed Voice;
 - Optional services such as Mobile Back-up and devices such as Uninterrupted Power Supply (UPS); etc



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INVOICING AND BILLING

28. Subscribers shall have their monthly invoices delivered to their nominated email address on at least the 25th of the month following the bill date (1st of the month) throughout the duration of their fixed-term agreement, and the first invoice shall be comprised of the pro-rated amount for the relevant month.
29. The monthly subscription charges for the ASK IT Fibre Broadband Services shall be billed and invoiced at least one (1) month in advance, while the charges that relate to the subscriber's data and voice minutes usage shall be billed and invoiced at least one (1) calendar month in arrears throughout the duration of a fixed-term agreement.

STANDARD INSTALLATIONS OF CUSTOMER PREMISES EQUIPMENT AND RELATED DEVICES

30. ASK IT shall, at its sole discretion, appoint an approved installer ("ASK IT Approved Installer") for purposes of installing all Customer Premises Equipment required to activate the ASK IT Fibre Broadband Services at the subscriber's premises. For purposes of effecting the installation of the Customer Premises Equipment, the ASK IT Approved Installer shall require reasonable access to the customer's premises, and the customer must ensure that such reasonable access is provided, including arranging any prior access permissions and consents on behalf of the ASK IT Approved Installer.
31. The ASK IT Approved Installer shall install and activate the ASK IT Fibre Broadband Services in accordance with ASK IT's detailed installation guidelines and in accordance with the ASK IT Fibre Installation Schedule.
32. The detailed installation guidelines set-out the maximum installation specifications which shall be deemed to constitute the ASK IT standard installation specifications for Customer Premises Equipment and related devices. In the event that the installation of Customer Premises Equipment and related devices exceed the ASK IT standard installation specifications, the installation shall be deemed to be a non-standard installation and all non-standard installation charges shall be for the subscriber's account.
33. Any additional installation expenses shall be settled directly with ASK IT or with the ASK IT Approved Installer, as the case may be.
34. The installation will be deemed to be fully operational after the ASK IT Approved Installer has successfully undertaken tests of the ASK IT Fibre Broadband Services, together with the Subscriber Premises Equipment and related devices that are to be installed at the subscriber's premises.
35. The ASK IT Approved Installer will not be permitted to test the installation's operational status of the ASK IT Fibre Broadband Services with any other Customer Premises Equipment that has not been provided and approved by ASK IT.
36. The subscriber undertakes to maintain the installation, including all the Subscriber Premises Equipment and related devices, in good functional order including, but not limited to environmental considerations as detailed in the ASK IT Fibre Service Schedule.
37. The subscriber may not move, modify, or alter the manner in which the Customer Premises Equipment and related devices have been installed by the ASK IT Approved Installer, and must immediately notify ASK IT if there is a need to move, modify or alter the Customer Premises Equipment and related devices' installation. Should it become necessary for the Customer Premises Equipment and related devices to be moved, modified, or altered, same shall only be effected by a ASK IT Approved Installer. Should a subscriber require the relocation, and should any such move, modification or alteration render the installation to be non-standard, the subscriber shall be liable for any additional costs associated with the non-standard installation.

NON-STANDARD INSTALLATION OF CUSTOMER PREMISES EQUIPMENT AND RELATED DEVICES

38. A non-standard installation of the Customer Premises Equipment or related devices amounts to any installation that requires the following:
 - 38.1 the deployment of optic fibre cables with a measured length that exceeds 40 (forty) meters on the ASK IT Electronic Communications Network;
 - 38.2 where drilling is required, same entails the penetration of more than two (2) outer walls of the subscriber's residential premises; and
 - 38.3 the reticulation of the Customer Premises Equipment within high-rise multiple dwelling units where the deployment occurs in a residential unit situated from at least 10th floor and above.
39. A subscriber shall be liable for any non-standard installation on the ASK IT Electronic Communications Network that exceeds a measured distance of 40 meters, and the non-standard installation charges shall amount to R 200.00 (Incl. VAT) per additional linear meter.
40. Prior to the approval of a non-standard installation, a ASK IT Approved Installer shall undertake a physical survey of the subscriber's premises to determine, amongst others, the subscriber's preferred route and whether non-standard installation charges are applicable.
41. ASK IT will only bill the non-standard installation charges as a once-off, and the charges for the non-standard installations shall be billed within the subsequent invoicing period following the installation.
42. The following standard and non-standard installation charges are applicable on 3rd Party Licensee Network Providers:

OPENSERVE, A DIVISION OF TELKOM SA SOC LIMITED

 - 42.1 Standard installations on the Openserve Electronic Communications Network are limited to 8 meters, and any installations that exceed a measured distance of 8 meters (but not in excess of 200 meters) shall be deemed to be a non-standard installation for which the subscriber shall be liable in respect of the additional charges. The non-standard installation charges amount to R 182.40 (Incl. VAT) per additional linear meter.

PROVISION OF CUSTOMER PREMISES EQUIPMENT AND RELATED DEVICES

43. For purposes of rendering the ASK IT Fibre Broadband Services, ASK IT shall provide the following Customer Premises Equipment and related devices that are to be installed at the subscriber's residential premises:
 - 43.1 Optical Network Terminal equipment that forms part of the ASK IT Fibre Broadband Electronic Communications Network or a 3rd Party Licensee Network Provider's Electronic Communications Network; and
 - 43.2 Customer Premises Equipment in the form of a router that has Wi-Fi connectivity capabilities.
44. As part of rendering the ASK IT Fibre Broadband Services, ASK IT shall provide its subscribers with complimentary Customer Premises Equipment and related devices for the duration of their fixed-term agreement. Accordingly, the subscriber acknowledges and agrees that, upon receipt of the complimentary Customer Premises Equipment, all rights of ownership in and to the Customer Premises Equipment shall, at all times and for the duration of a fixed-term agreement remain vested in ASK IT, subject to the provisions of clause 47.
45. Upon the culmination of a subscriber's fixed-term agreement, ASK IT shall unconditionally transfer all rights of ownership in and to the Customer Premises Equipment (excluding the Optical Network Terminal equipment) to the subscriber, except that ownership in and to the Customer Premises Equipment that is provided to a subscriber that enters into a month-to-month fixed term agreement shall transfer to the subscriber in the event that they remain a ASK IT Fibre Broadband Services subscriber for a minimum period of 12 consecutive period months.
46. The subscriber shall not hold itself out as the owner of the Customer Premises Equipment, nor sell, transfer, dispose of, mortgage, charge or pledge the Customer Premises Equipment or permit the possession of the Customer Premises Equipment to be taken away from the subscriber for whatever reason.
47. Notwithstanding the provisions of clause 48 above, all risk in and to the Customer Premises Equipment shall pass to the subscriber upon delivery thereof to the subscriber, and the subscriber shall be liable for any and all loss, theft or destruction of or damage thereto, howsoever arising.
48. Upon receipt or installation of the Customer Premises Equipment, the subscriber shall be required to:
 - 48.1 display in relation to the Customer Premises Equipment, no lesser degree of care than it would have same belonged to it, and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Customer Premises Equipment;
 - 48.2 not procure the repair or maintenance of the Customer Premises Equipment by any third party without the prior written consent of ASK IT, or in any other manner tamper with the Customer Premises Equipment;
 - 48.3 not make any alteration or modification to the Customer Premises Equipment nor use or permit same to be used for any purpose for which it is not designed or in contravention of any applicable law or regulation; and
 - 48.4 not affix the Customer Premises Equipment to any land or building in such a manner as to become a fixture.
49. While the ownership of the Customer Premises Equipment remains vested in ASK IT, ASK IT shall be entitled to recover from the subscriber any costs relating to repairs, replacements, adjustments or error corrections arising out of a failure by the subscriber to abide by the provisions of clause 50, and the subscriber shall make payment to ASK IT in respect of such costs upon demand
50. The following additional Customer Premises Equipment are optional and ASK IT may install same at the election of the subscriber as part of an order for the activation of ASK IT Fibre Broadband Services and other additional services, subject to the specific terms and conditions that relate to the additional services and Customer Premises Equipment:
 - 50.1 WIFI backup; and
 - 50.2 An optional UPS.
51. Notwithstanding the subscriber being liable for the installation costs for the Optical Network Terminal equipment, the ownership and title in the Optical Network Terminal Equipment remains vested in ASK IT in perpetuity. For the avoidance of doubt, notwithstanding the manner in which the Optical Network Terminal equipment has been installed, it shall at all times be regarded as movable property, and ASK IT may at its sole discretion, remove, relocate, alter or decommission the Optical Network Terminal equipment.
52. All Customer Premises Equipment provided by ASK IT as part of the ASK IT Fibre Broadband Services shall have a product warranty of 24 months. Upon the transfer of ownership in and to the Customer Premises Equipment from ASK IT to the subscriber in terms of clause 47, the subscriber shall assume all risks in and to the Customer Premises Equipment.
53. In the event that the Customer Premises Equipment and related devices are substituted or replaced by an ASK IT Approved Installer under ASK IT's direction throughout the duration of the 24-month warranty period, the warranty period for the substitute or replacement Customer Premises Equipment shall be effective and remain valid for the remainder of the initial 24-month warranty period.
54. The subscriber consents to ASK IT to configure the Customer Premises Equipment for additional Service Set Identifier's ("SSID's") so as to enable the provision of supplementary and additional services. Any use of a subscriber's Customer Premises Equipment for additional SSID's shall not incur additional charges and shall have no impact on the subscriber's ASK IT



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55. Fibre Broadband Services.
For purposes of rendering efficient remote support services in respect of the functionality of the Customer Premises Equipment, ASK IT shall retain the username and password of the installed Customer Premises Equipment and same shall not be provided to the subscriber.

SERVICE INTERRUPTIONS

56. ASK IT shall endeavour to limit service interruptions to the ASK IT Fibre Broadband Services and ASK IT shall use its reasonable commercial endeavours to avail its technical personnel for purposes of rectifying the service interruptions.
57. Where a subscriber experiences service interruptions to their ASK IT Fibre Broadband Services, the subscriber must promptly notify ASK IT of the service interruption.
58. Where upon reasonable investigation ASK IT determines that a service interruption to the ASK IT Fibre Broadband Services that a subscriber has experienced and reported emanates from a subscriber's Customer Premises Equipment or related devices, ASK IT shall endeavour to rectify the service interruption remotely, failing which ASK IT may dispatch its technical personnel to attend to the service interruption at the subscriber's premises.
59. Where ASK IT determines that the service interruption is directly or indirectly attributable to the subscriber's wilful acts and/or omissions, negligence or gross recklessness, all costs that are incurred to rectify the service interruption shall be for the subscriber's account.

LIABILITY

60. ASK IT accepts no liability for any loss or damage to the subscriber's property or other related equipment arising out of the provision, installation, or maintenance of the ASK IT Fibre Broadband Services and related products, except where such loss or damage to the property or equipment is caused due to the gross negligence of ASK IT or its agents. ASK IT accepts no liability for any loss or damage to the equipment of the subscriber arising out of the subscriber's use of the subscriber equipment.
61. ASK IT accepts no liability for any loss or damage arising out of the use of the ASK IT Fibre Broadband Services and related products, including loss or damage due to using the internet and/or transferring files and content.

FAIR USAGE POLICY

62. ASK IT reserves the right to enforce and give effect to a Fair Usage Policy for purposes of managing and moderating the usage of the ASK IT Fibre Broadband Electronic Communications Network, and to ensure that the functional integrity of the Electronic Communications Network renders acceptable levels of subscriber experience for all of our subscribers. The following specific conditions are applicable to the "Capped" ASK IT Fibre Broadband Services and "Uncapped" ASK IT Fibre Broadband Services:
- 62.1 Where a subscriber of the "Capped" ASK IT Fibre Broadband Services reaches the prescribed maximum download capacity (measurable in GB) within one calendar month of their fixed-term agreement, ASK IT reserves the right to reduce the transmission line-speed up to 2 Mbps for the remainder of the calendar month; and
62.2 ASK IT reserves the right to amend, vary and/or adjust the Fair Usage Policy from time to time for "Uncapped" ASK IT Fibre Broadband Services, including the right to manage, protect and preserve the functional integrity and IT of the ASK IT Fibre Broadband Electronic Communications Network. Accordingly, ASK IT may take reasonable measures to optimize the efficacy and performance of the ASK IT Fibre Broadband electronic Communications Network for all ASK IT Fibre Broadband Services subscribers, including, where reasonably necessary, proactively control each subscriber's bandwidth usage, transmission line-speed and overall functional experience of the ASK IT Fibre Broadband Services.
63. ASK IT reserves the right to unilaterally terminate a fixed-term agreement with a subscriber that persistently breaches the Fair Usage Policy. A subscriber shall be deemed to have persistently breached the Fair Usage Policy where such subscriber receives 4 or more breach notices within the same calendar month.

NON-PAYMENT OF CHARGES

64. ASK IT reserves the right to temporarily suspend the provision of the ASK IT Fibre Broadband Services in the event that a subscriber fails, for whatever reason, to tender payment for the invoiced amount that is due and payable. In the event that the suspension persists for a duration of more than 2 consecutive calendar months, ASK IT reserves the right to terminate the fixed-term agreements, whereafter the provision relating to the early termination of fixed-term agreements set-out in clauses 69 to 74 shall be applicable.
65. In the event that a subscriber rectifies the causes for their temporary suspension, ASK IT reserves the right to charge the subscriber a reconnection charge.
66. In the event of a termination or cancellation of a fixed-term agreement, any unused allocations of data, voice minutes or other services shall not transferable, and will be forfeited by the subscriber.

EARLY TERMINATION OF AN AGREEMENT AFTER THE INSTALLATION OF CUSTOMER PREMISES EQUIPMENT AND EARLY TERMINATION CHARGE FOR MONTHLY SUBSCRIPTION CHARGES

67. Should a subscriber wish to terminate a fixed-term agreement prior to the expiration ASK IT will stop providing the Services forthwith and ASK IT shall be entitled to disconnect and remove the Basic System if it is indicated that it is Rented.
68. In the case of any business, the fixed term agreement falls outside the scope of the Consumer Protection Act.
69. Fixed term agreements with individuals are regulate as per the Consumer Protection Act and as such, the client has the right to cancel the agreement by giving ASK IT notice of cancellation in writing 20 business days to end the agreement. Notwithstanding the above ASK IT has the right under the CPA to charge a reasonable cancellation fee. ASK IT reserves the right to impose a cancellation penalty to the value of 3 calendar month's subscription of the contract of the individual service.
70. In addition to the above, ASK IT will invoice to the client any equipment that was delivered to the client and not charged for, in enabling the service to the client. These may include but is not limited to: RF radios for receiving alarm signals; GSM radios for receiving alarm signals; Internet dishes; Routers.
71. Where any subsidy (discount) was applied on any said equipment to the provision the service under this agreement, the difference between the retail value and the amount paid by the client is also payable.
72. As per the CPA ASK IT may not refuse the cancellation of the agreement, but the fair and reasonable penalties may be charged, and the client remains fully liable for full payment of the penalty applied as well as any accumulated debt as at date of cancellation. ASK IT has the full right to take any legal steps to collect any monies due by the client, the cost of which will be charged back to the client.
73. Subscribers that elect to terminate their fixed-term agreements prior to the expiration of the initial period shall be liable for the charges related to the Customer Premises Equipment, the Monthly Subscription Charges and any other related charges and fees that ASK IT has paid to the relevant 3rd Party Licensee Network Service Provider, including, but limited to the following:
- 69.1 Customer Premises Equipment and related devices;
 - 69.2 ASK IT Fibre Broadband Services Monthly Subscription Charges;
 - 69.3 Installation charges for Optical Network Terminal equipment; and
 - 69.4. Any service activation charges.

CANCELLATION OF ORDERS PRIOR TO THE INSTALLATION OF CUSTOMER PREMISES EQUIPMENT AND RELATED DEVICES

74. In the event that a subscriber cancels an order for the installation and activation of ASK IT Fibre Broadband Services prior to the installation of the Optical Network Terminal equipment at the subscriber's residential premises by ASK IT or a 3rd Party Licensee Network Provider, the subscriber shall not be liable for the installation fee of the Optical Network Terminal equipment.
75. In the event that a subscriber cancels an order for the installation and activation of ASK IT Fibre Broadband Services after the installation of the Optical Network Terminal equipment at the subscriber's residential premises by ASK IT or a 3rd Party Licensee Network Provider, the subscriber shall be liable to pay ASK IT or the 3rd Party Licensee Network Provider for the installation fee of the Optical Network Terminal equipment.

UPGRADES AND MIGRATIONS

76. The subscriber may migrate to any other ASK IT Fibre Broadband Services subscription plan by contacting one of the subscriber touch points and submitting the request.
77. The request to migrate shall be subject to the subscriber's current subscription plan and the contemplated subscription plan that the subscriber wishes to migrate to.
78. ASK IT may in certain instances have specific migration rules for specific subscription plans which may restrict migrations. For the avoidance of doubt, where a subscriber has subscribed to on a promotional offer, such a subscriber shall not be permitted to migrate away from the promotional offer to an alternative another promotional offer.

SUBSCRIBE MOVES AND RELOCATIONS

79. Where a subscriber wishes to move of relocate from their residential premises from which the ASK IT Fibre Broadband Services are rendered, the following specific conditions shall apply:
- 78.1 All moves and relocations are subject to one (1) calendar month prior written notice;
 - 78.2 Moves will be allowed subject to a feasibility study on whether the ASK IT Fibre Broadband Services may be provisioned at the new location; and

78.3 Any additional costs that are incidental to the provisioning of the ASK IT Fibre Broadband Services at a new location will be charged to the subscriber with prior approval.

80. Where a subscriber re-locates to a geographic area within which ASK IT does not render ASK IT Fibre Broadband Services, the subscriber shall be entitled to terminate their fixed-term agreement without incurring any early termination charges. However, the subscriber shall be liable for any outstanding charges that relate to the Customer Premises Equipment and the installation of the Optical Network Terminal equipment in terms of clauses 70 to 74.
81. Where a subscriber re-locates to a geographic area within which ASK IT renders ASK IT Fibre Broadband Services, should the subscriber wish to continue receiving ASK IT Fibre Broadband Services, they shall be required to terminate their existing fixed-term agreement and subsequently enter into a new fixed-term agreement, though no early termination charges such termination shall be applicable. For the avoidance of doubt, should the subscriber elect to terminate their ASK IT Fibre Broadband Services fixed-term agreement notwithstanding the availability of ASK IT Fibre Broadband Services within their relocated geographic area, the subscriber shall be liable for the applicable and relevant early termination charges as set-out in clauses 70 to 74.

ASK IT FIBRE BROADBAND FIXED VOICE SERVICES

82. The rendering of the ASK IT Fibre Broadband Services Fixed Voice Services is dependent upon the prior installation and activation of the ASK IT Fibre Broadband Services.
83. Upon the activation of the ASK IT Fibre Broadband Fixed Voice Services, a subscriber shall be allocated a non-geographic fixed telephone number.
84. Should a subscriber wish to port an existing geographical fixed telephone number for purposes of activating the ASK IT Fibre Broadband Fixed Services, ASK IT may facilitate such porting on behalf of a subscriber.
85. The charges for all national on-net voice calls (ASK IT Fibre Broadband Fixed Voice Services to ASK IT Fixed Voice Services and ASK IT Fixed Voice Services to ASK IT Mobile Services) and off-net voice calls (ASK IT Fixed Voice Services to any Licensee) shall be deducted from a subscriber's ASK IT Fibre Broadband Fixed Voice Services subscription, or charged at the default out-of-bundle charges where a subscriber's ASK IT Fibre Broadband Fixed Voice Services subscription is depleted.
86. The ASK IT Fibre Broadband Fixed Voice Services order of consumption is based on the expiry date of the voice minutes. The order of consumption prioritization for ASK IT Fibre Broadband Fixed Voice Services is determined on the earliest of the expiry date(s) for the relevant voice minutes. For the avoidance of doubt, the voice minutes that expires on the earliest date shall be those voice minutes that shall be consumed first in the order of priority.
87. The charges for all voice calls to international destinations shall be charged at the prevailing charges for ASK IT international calling charges.

ASK IT FIBRE BROADBAND PROMOTIONAL OFFERS

88. ASK IT shall, from time to time, make available promotional offers in respect of the ASK IT Fibre Broadband Services, and the duration of these promotional offers shall be set-out in the relevant promotional offer.
89. These terms and conditions shall operate and apply in conjunction with any other additional and/or specific terms and conditions that relate to the promotional offers, and ASK IT reserves the right to terminate the operation of any promotional offer at any time prior to its expiration and without tendering any reasons for the discontinuation of such promotional offers.
90. Where an eligible subscriber signs-up to a specific promotional offer, such subscriber may not subsequently sign-up to another promotional offer and migrate their ASK IT Fibre Broadband Services to such a promotional offer prior to the expiration of the initial promotional offer.
91. In the event that a subscriber terminates their subscription to a promotional offer prior to the expiration of the term of the promotional offer, such early termination may include the payment of early termination charges, as per above terms.

ASK IT FIBRE BROADBAND SERVICES SUBSCRIBER USAGE NOTIFICATIONS

92. Throughout the course of a subscriber's usage and consumption of "Capped" ASK IT Fibre Broadband Services, ASK IT shall notify subscribers, via-email, of their respective usage patterns through usage notifications which shall, amongst others, set-out the balance of the available "Capped" data allocation on a monthly basis. The subscriber usage notifications for "Capped" ASK IT Fibre Broadband Services shall be sent to subscribers at the following usage intervals:
 - 91.1 50% of depleted monthly data allocation;
 - 91.2 80% of depleted monthly data allocation; and
 - 91.3 100% of depleted monthly data allocation.
93. Upon the depletion of a subscriber's monthly data allocation, the subscriber's transmission line-speed shall be reduced to 2 Mbps until the subscriber either purchases a Top up Bundle, or has data transferred to them from another ASK IT Fibre Broadband Services subscriber (subject to the data transfer rules set-out herein), whereafter the transmission line-speed shall be restored accordingly.

"CAPPED" ASK IT FIBRE BROADBAND SERVICES DATA CARRY-OVER RULES

94. ASK IT Fibre Broadband Services subscribers are permitted, upon request (and free of charge), to carry-over their monthly data allocation that remains unused as of at least 7 (seven) days prior to the expiration of a monthly billing cycle, and for this carried-over data allocation to be added to the subscriber's forthcoming monthly data allocation. For the avoidance of doubt, data allocation in respect of ASK IT Fibre Broadband Top-Up Services may not be carried-over.
95. To effect a data allocation carry-over, subscribers may contact the subscriber support center upon each occasion that a subscriber wishes to effect same, and the minimum allocated volume of data that a subscriber may carry-over is 251 MB.
96. The carried-over data allocation that remains unused within the subsequent monthly billing cycle shall be forfeited by the subscriber, and the subscriber shall not be entitled to any compensation or further carry-over.
97. The carry-over of a subscriber's unused data allocation is permitted and shall only be effected in respect of the same active ASK IT Fibre Broadband Services account. For the avoidance of doubt, no data allocation carry-over shall be permitted between different ASK IT Fibre Broadband Services accounts.
98. The order of consumption prioritization for carried-over ASK IT Fibre Broadband Services data allocation is determined on the earliest of the expiry date(s) for the carried-over data allocation. For the avoidance of doubt, the carried-over data allocation that expires on the earliest date shall be the carried-over data allocation that shall be consumed first in the order of priority.
99. ASK IT Fibre Broadband Fixed Voice Services voice minutes may be carried-over for a maximum of 3 (three) monthly billing cycles.

TRANSFER OF "CAPPED" ASK IT FIBRE BROADBAND SERVICES DATA ALLOCATION

100. ASK IT Fibre Broadband Services subscribers are permitted, upon request (and free of charge), to transfer their monthly data allocation that remains unused as of at least 7 (seven) days prior to the expiration of a monthly billing cycle, and for this transferred data allocation to be added to another ASK IT Fibre Broadband Services subscriber's active account and to that subscriber's forthcoming monthly data allocation. For the avoidance of doubt, data allocation in respect of ASK IT Fibre Broadband Top-Up Services may not be carried-over.
101. To effect the transfer of a data allocation, subscribers may contact the subscriber support center upon each occasion that a subscriber wishes to effect same, and the minimum allocated volume of data that a subscriber may transfer is 251 MB.
102. A subscriber is permitted to transfer its own unused carried-over data allocation to another ASK IT Fibre Broadband Services subscriber prior to the expiration of same, and all data allocations that are carried-over and/or transferred retain their initial period of validity.
103. The order of consumption prioritization for transferred ASK IT Fibre Broadband Services data allocation is determined on the earliest of the expiry date(s) for the transferred data allocation. For the avoidance of doubt, the transferred data allocation that expires on the earliest date shall be the transferred data allocation that shall be consumed first in the order of priority.
104. In the event that a subscriber furnishes ASK IT with notice of their intention to terminate a fixed-term agreement, all unused allocations of data, voice minutes or any other services shall not be transferable to another subscriber and shall be forfeited.

ASK IT FIBRE BROADBAND SUBSCRIPTION SERVICES MIGRATION

105. Where a subscriber wishes to migrate, their current ASK IT Fibre Broadband Services monthly subscription services to a different monthly subscription service in circumstances where the monthly charges for the former are lower relative to the latter's monthly charges, such migration shall be deemed to be an Upward Migration.
106. Where a subscriber wishes to migrate, their current ASK IT Fibre Broadband Services monthly subscription services to a different monthly subscription service in circumstances where the monthly charges for the former are higher relative to the latter's monthly charges, such migration shall be deemed to be a Downward Migration.
107. The migration of a subscriber's transmission line-speed may attract a once-off fee in terms of the product catalogue.
108. The migration of a subscriber's fixed-term agreement to a different fixed-term duration may attract a once-off service activation fee in terms of the product catalogue.
109. All unused data allocations, ASK IT Fibre Broadband Fixed voice minutes or any other related additional services shall be forfeited in the event that a subscriber migrates their ASK IT Fibre Broadband Services monthly subscription. For the avoidance of doubt, the carry-over and data allocation transfer rules set-out above do not apply to the migration of a subscriber's ASK IT Fibre Broadband Services monthly subscription.

SUBSCRIBER COMPLAINTS HANDLING PROCESS

110. ASK IT shall endeavour to resolve all subscriber related service interruptions or complaints timeously.
111. Where a subscriber wishes to raise a complaint with ASK IT in respect of their ASK IT Fibre Broadband Services, such complaint may be conveyed to ASK IT by contacting our Contact Centre on 079 624 1887 and during the following period: 07:00 - 21:00, seven days a week.
112. Where a subscriber, after having contacted the ASK IT Contact Centre, is of the view that its complaint was unsatisfactorily addressed, the subscriber may request a contact service consultant to escalate their complaint to the Contact Centre Manager, or an authorized delegated representative. Upon receipt of the subscriber's escalation, ASK IT shall acknowledge receipt of the escalated complaint within 48 (forty-eight) hours and allocate a reference number to the complaint that shall be conveyed to the subscriber telephonically, via text, or email.
113. Upon receipt of the escalated complaint, ASK IT shall endeavour to investigate same and revert to the subscriber with the outcomes of the investigation within 14 (fourteen) business days.



4 Harbour Road, Kleinmond

PO Box 681, Kleinmond, 7195

accounts@askgroup.co.za

www.askit.cc

+27 (0)28 125 0047

+27 (0)79 624 1887

Reg no: 2009 | 064808 | 23

Vat no: 4540272608

- Where, based on the nature of the subscriber's complaint ASK IT is required to engage with other 3rd parties as part of its investigation, ASK IT shall endeavour to timeously inform the subscriber, and ASK IT's reversion with the outcomes of the investigation may be longer than 14 (fourteen) days.
114. Where upon receipt of the outcomes of ASK IT's investigation of its complaint a subscriber remains dissatisfied with the resolution of an escalated complaint, the subscriber may thereafter request that a Contact Centre Manager escalate their complaint to the ASK IT Fibre Broadband FTTH Escalations for further investigation. The subscriber shall then be furnished with a Service Request Reference number and that shall be used in all further correspondence with the subscriber.
115. lastly, should the subscriber remain unsatisfied with ASK IT's overall endeavour to resolve its complaint, the subscriber may approach the Independent Communications Authority of South Africa through the following means:

<https://www.icasa.org.za/pages/consumer-complaints>

Email: consumer@icasa.org.za

Fax: 012 568 3444

Postal address:

Private Bag X10

Highveld Park

0169

Physical address:

350 Witch-Hazel Ave

Eco-Park Estate

Centurion

0144

PROCESSING AND DISCLOSURE OF PERSONAL INFORMATION

116. You acknowledge and accept that the provision of and use of the Services requires ASK IT to process your Personal Information. You agree to be bound by the ASK IT Privacy Policy ("Privacy Policy") which is incorporated into these ASK IT Fibre Broadband Services terms and conditions. Our Privacy Policy sets out how amongst other things we and ASK IT Group Limited companies may collect, use and share your personal information and how we protect your privacy when you use our products and services. You will find the latest Privacy Policy on our website.
117. You acknowledge that ASK IT may, to the extent permitted by law, process, receive, share or disclose your Personal Information including without limitation, documents, detailed call records, internet usage sessions, credit profile information and/or any other credit information with, from or to –
- 116.1 Companies in the ASK GROUP OF COMPANIES (and any of ASK IT's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service and/or auditing purposes);
 - 116.2 Any company within the ASK GROUP OF COMPANIES for any purpose connected with the ASK IT Fibre Broadband Services. This includes without limitation Financial Services, Payment Services;
 - 116.3 Where applicable and necessary, credit reference, fraud prevention or business scoring agencies, or other credit scoring agencies or any debt collection agencies or debt recovery organisations or any party entitled thereto upon lawful request;
 - 116.4 Any law enforcement agencies, a court or other competent authority that is authorised by statute to request the information and that requires the information for the prevention or investigation of criminal activities or for the investigation or institution of any criminal or civil proceedings or for any other reason, if we have to, or are authorised to by law;
 - 116.5 Companies, third party service providers and individuals who are engaged to perform services for, on behalf of ASK IT to include vendors, suppliers, agents, trade partners, dealers, franchisees. These services or products may include amongst other things sale and distribution of products and services; creation, development and marketing of products and services; cloud services, roaming services, network management and performance services; marketing or call centre services; conducting surveys; running and managing competitions and for marketing purposes;
 - 116.6 Emergency services (if you make an emergency call), including your approximate location.
118. ASK IT may also need to transfer your Personal Information to other ASK GROUP OF COMPANIES or service providers in countries outside South Africa, where systems or services or products in respect of the ASK IT Fibre Broadband Services or products provided to you are hosted outside South Africa, in which case we will fully comply with applicable data protection legislation.
119. Despite any part of this Agreement that may indicate otherwise, ASK IT shall, if permitted by law, be entitled to utilise your detailed call records and internet sessions for any lawful purpose including but not limited to tracing and/or collection purposes.
120. By continuing to use the ASK IT Fibre Broadband Services you confirm that you have read and understood our Privacy Policy.

MARKETING

121. As a subscriber, we will contact you to keep you informed about new and existing products and services, competitions, prize draws and other promotions and we may use your personal information to run those competitions, prize draw, events, and promotions, only to the extent that you have not, at any stage, objected to receiving such marketing communications. We may also, with your consent, send you newsletters or white papers and occasionally invite you to participate in market research. We tailor these messages based on the products and services you've bought from us in the past and we will only provide you with marketing content regarding our own products and services that are similar to or related to the products and services previously provided to you.
122. If you have given your permission, we will also contact you to let you know about products and services of ASK GROUP OF COMPANIES, products, and services and those of other companies which we think may interest you.
123. There are various ways that we may do this, including by email, post, phone, text, picture message, social media applications or notifications through our apps.
124. You can control your marketing permissions and the personal information we use to tailor these communications at any time. The various ways to do this are set out below:
- 123.1 marketing preferences page,
 - 123.2 Contact our customer services team at 028 125 0047 or info@askit.cc;
 - 123.3 Click the link at the end of a marketing email, text, or picture message to unsubscribe from that channel;
 - 123.4 Tell the customer care agent if you receive a marketing call; or
 - 123.5 Disable push notification messages, including marketing messages, at any time in our apps by changing the notification settings on your device or by uninstalling the app.
125. You hereby consent to the dispatch or transmission by ASK IT of all and any necessary communications in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted and relevant legislation. You are entitled to inform ASK IT if you do not wish to receive any communications for purposes of direct marketing and in this instance, ASK IT will desist from circulating any further such material to you.