



# TERMS AND CONDITIONS

## 1. Definitions

“Acceptable Use Policy” means the acceptable use policy of Net Nine Nine from time-to-time which forms part of the Terms and Conditions;

“Application Form” means the Net Nine Nine application form and / or email request, completed by the Customer setting out the services which the Customer wishes to purchase from Net Nine Nine (for example, Fibre-To-The-Home internet);

“browser” means a computer program which allows a person to surf the internet and access websites;

“content” means, include but not limited to, software and material;

“customer” means a visitor who is –

- (a) registered with Net Nine Nine via the “Register” option on the Net Nine Nine website; walk-in customers at Net Nine Nine’s registered offices and partner offices; and
- (b) transacts with Net Nine Nine via the Net Nine Nine website; and but are not limited to, the special categories “customers”, “company secretaries” and “banks”;

“data” means electronic and manual representations of information in any form;

“discontinue service” means the withdrawal of the offering or functionality of a service in part or in total;

“ECT” means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

“Equipment” means the equipment (being moveable property) specified in the Application Form and supplied by Net Nine Nine to the Customer on the basis of a loan, rental or otherwise, to enable the Customer to utilise the Services;

“Fees” mean the fee payable by the Customer to Net Nine Nine in consideration for the provision of the Services;

“forums” means, including but not limited to, bulletin boards, chat rooms and other public areas found on, or linked from, the Net Nine Nine website;

“internet use” means both external clients and internal officials who have access and use internet facilities;

“Invoice Date” means the date on which Net Nine Nine issues the Invoice to the Customer (which date is reflected on the Invoice), being the date specified by the Customer in the Application Form;

“Invoice” means the invoice issued by Net Nine Nine to the Customer setting out the Fees (which may include an itemised bill on request or where this is specified as part of the Services provided to the Customer);

“material” means, including but not limited to, text, submissions, images, audio and/or video in whole or in part;

“office hours” means period between 08:00 and 17:00 from Monday to Friday, excluding public holidays and weekends;

“privacy statement” indicates how Net Nine Nine will respect the privacy of its website users;

“service” includes but are not limited to, the disclosing of information or submission of an application or form via any of the authorised Net Nine Nine transaction or enquiry channels for which a fee may or may not be payable as well as the service/s provided by Net Nine Nine to the Customer as per the Application Form, including all software and Equipment necessary for the provision of the Service/s;

“signature” means any traditional or electronic signature authorised by Net Nine Nine in terms of the Companies Act, 71 of 2008 which include but is not limited to:

(a) Biometrics e.g. finger print verification;

(b) One time pins; or

(c) Customer code login;

“software” means, including but not limited to, any images or files incorporated in or generated by the software or data accompanying such software;

“submissions” means, including but not limited to, notes, images, creative materials, ideas, suggestions, concepts, communication, documents, applications or forms including any data, questions, comments and other information submitted via any of Net Nine Nine authorised channels including but not limited to its website via transmission by electronic mail, electronic data or otherwise;

“VAT” means value-added tax as defined in the Value-Added Tax Act, 1991

“visitor” means a person who uses and/or accesses computer software and/or material via any of the Net Nine Nine channels including but limited to its website.

- All monetary amount in these Conditions are exclusive of VAT, unless otherwise stated.
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- In circumstances of the CPA being applicable to these Conditions, the provisions of the CPA will prevail in the event of a conflict between any provision of the Conditions and the provisions of the CPA.

## 2. Introduction

Welcome to [NetNineNine.co.za](https://NetNineNine.co.za) , please take a moment to read our Terms and Conditions in order to understand how they apply to your use of our website. These Terms and Conditions apply to your use of our website, [NetNineNine.co.za](https://NetNineNine.co.za). All users are bound by these Terms and Conditions and by registering or using the site at all, you recognise that you have read and understood these Terms and Conditions and agree to be bound by them. Please do not use our website if you do not agree to be bound by these Terms as all online purchases from our website are subject to these Terms and Conditions.

## 3. Online Terms and Conditions, Duration & Payment Terms

These Online Terms and Conditions are a contract between you and [NetNineNine.co.za](https://NetNineNine.co.za). The company has its physical address at 2<sup>nd</sup> Floor, One Four Kramer, 14 kramer Road, Kramerville, Sandton. [NetNineNine.co.za](https://NetNineNine.co.za) elects this physical address for all purposes regarding these terms and conditions, whether for legal notice or serving of other communication documents of any kind.

The Customer accepts and agrees that these Conditions will become binding on it once Net Nine Nine has processed the Application Form and agreed to provide the Customer with the Services.

These Conditions will continue to be binding on the Customer in respect of:

- o Residential Fibre Internet Services, on a month-to-month basis or
- o Business Fibre Internet Services, on a contractual basis or
- o all other services, on a month-to-month basis; or until such time as the Services are cancelled in accordance with these Terms and Conditions.
- o Promotions or Competitions as defined herein.

### General Payment Terms

We try our best to keep our pricing up to date on the website and in the application process, but errors do happen. Please double check with our sales department for the latest pricing.

The Customer will be debited monthly for the package or service selected.

The Fees must be paid by the Customer in full, without deduction or set off and free of bank charges on the Invoice Date, unless agreed otherwise by Net Nine Nine in writing or unless the Invoice has been submitted as a dispute in line with these Terms and Conditions.

### Unpaid Fees and Credit Limits

Should the Customer fail to make payment of the Fees in line with the Terms and Conditions:

- a. interest on any unpaid and outstanding Fees will accrue on a monthly basis at a rate of 2% above Prime Rate until the Fees are paid in full;

- b. Net Nine Nine will be entitled to cease supplying current Services to the Customer and/or refuse the supply of new services to the Customer until such time as it receives payment in full of the outstanding amounts (including any interest accrued thereon);
- c. for a period of more than 30 days from the Invoice Date, Net Nine Nine may submit the outstanding Invoice/s to a collections agency/firm. In the event of the Invoice/s being handed over to an outside collection agency, any costs incurred by Net Nine Nine in the collection process will be for the Customer's account;
- d. If the Customer account is month-to-month, to suspend the account until such time as full payment has been received for the next month;
- e. Net Nine Nine may place a "non-payment" page on the Customer's domain (if webhosting forms part of the Services) and the DNS of the Customer's domain will remain unchanged until such time as Net Nine Nine receives payment in full of the outstanding amounts (including any interest accrued thereon);
- f. for a period of more than 30 days from the Invoice Date, Net Nine Nine will cancel the fibre internet connection to the Customer within [10 days] of delivering to the Customer a written notice to that effect.
- g. In order to increase or decrease the default credit limit, the Customer must submit a written request to that effect to [accounts@netninenine.co.za](mailto:accounts@netninenine.co.za).

If your line has been suspended due to non-payment you are still liable for the line fee for the month. Should you wish to cancel the billing you will need to send a cancellation request to our accounts department [accounts@netninenine.co.za](mailto:accounts@netninenine.co.za).

Should you wish to reconnect the cancelled services you will be charged a re-connection fee depending on the Fibre network you are connecting to. The reconnect fee will need to be paid before we can reconnect your services.

### Methods of Payment

The Customer may pay the Fees by means of a debit order. The bank details WILL NOT change without an official message on our website. do not pay into any other account than the details found on our site at <https://www.NetNineNine.co.za>.

A processing fee of R50.00 (including VAT) will be charged on all returned debit orders.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

If the preferred method of payment by the Customer is EFT, and Net Nine Nine has confirmed that payment may be made by EFT, it is the sole responsibility of the Customer to ensure that all payments are made using the correct beneficiary reference as indicated on the Invoice or communicated to the Customer. Failure to comply may result in an incorrect allocation of the payment which may cause service disruption as a result of the account being suspended due to non-payment.

For purposes of payment by credit card, the merchant outlet country at the time of presenting payment options to the cardholder is the RSA and the transaction currency is South African Rand (ZAR).

#### Fee Increases

The Customer acknowledges and agrees that Net Nine Nine will be entitled, on 30 days' written notice to the Customer, to increase the Fees payable by the customer in circumstances of the direct costs to Net Nine Nine in providing the Services (including, without limitation, the charges charged by the network provider(s) in respect of such services) being increased. The increases to the Fees shall be commensurate with the increased costs of providing the Services.

#### Refunds

Net Nine Nine will not credit any customer because of Fibre downtime caused by maintenance on a fibre line, break in connection, power failures, slow speeds caused by FNO's network, load shedding or any reason caused by third parties.

Net Nine Nine will process authorised refunds to customers with due urgency.

#### Reconciliation or Historical Information

The Customer may request a reconciliation of its account, by submitting a request in writing to [accounts@netninenine.co.za](mailto:accounts@netninenine.co.za).

If the reconciliation proves the balance of the account to be accurate (within a 5% margin), a once off charge of R150.00 per reconciliation will be applied to the Customer's next Invoice.

## 4. Services and Equipment

#### General

Net Nine Nine provides the Services to the Customer in terms of the Conditions. All Services are provided to the Customer on a month-to-month basis (except for domain registration services which are provided on an annual basis or certain promotions or competitions if applicable), and will automatically renew at the end of each month (or year, as the case may be) unless cancelled by the Customer in accordance with these Conditions.

All Fibre to the Home or Business services are billed one month in advance. If you subscribe during the middle of a month, you will be billed a pro-rata amount for the rest of the month.

#### Equipment

Net Nine Nine will supply equipment at the Customer Premises at a cost of R200 delivery fee. This fee is payable before Net Nine Nine will ship the equipment.

If any supplied equipment needs to be returned to Net Nine Nine, the cost thereof will be for the client.

Net Nine Nine will maintain the Equipment at its own cost, provided that the Customer will be liable to Net Nine Nine for any damage, destruction or theft of the Equipment which damage, destruction or theft is attributable to the Customer's acts or omissions.

Net Nine Nine has the right to inspect the Equipment at all reasonable times during the currency of the Conditions and to remove the Equipment on termination of these Conditions for any reason.

Other than the Equipment, Net Nine Nine will not be liable for the maintenance of any equipment provided by or on behalf of the Customer and/or whether utilized in conjunction with the Services.

All equipment installed by Net Nine Nine remains the sole property of Net Nine Nine.

The client should not remove any equipment installed by the FNO (Fibre Network Operator) for example ONT or CPE, if any of these units are removed by the client, the client will be liable for any costs incurred by Net Nine Nine from such Fibre Network Operator.

#### Remote Support / Support Services

For any remote assistance, the customer needs to call Net Nine Nine call centre or open a ticket via [support@NetNineNine.co.za](mailto:support@NetNineNine.co.za)

The Customer is responsible for maintaining the confidentiality of its password and other related sensitive information for its user account. In the event of a breach of security through the Customer's account, the Customer will be liable for any unauthorized use of Net Nine Nine Infrastructure and Services, including any damages resulting there from, until the Customer notifies Net Nine Nine customer service of such a breach and Net Nine Nine has been able to rectify the breach.

The Customer will be liable for any additional costs incurred by Net Nine Nine due to poor passwords or other credentials of the Customer in relation to the Customer's user account (for example: blank passwords or "test" accounts).

If Net Nine Nine assigns the Customer an Internet Protocol address in connection with its use of the Net Nine Nine Infrastructure and/or Services, the ownership of and right to use that Internet Protocol address will remain with and belong only to Net Nine Nine, and the Customer will have no right to use that Internet Protocol address except as allowed by Net Nine Nine in its sole and absolute discretion.

## 5. Applicable Laws

This site is run and controlled from the Republic of South Africa. As such it is governed by South African legislation and any disputes arising in relation to our agreement with you shall, to the extent permitted by law, be subject to the exclusive jurisdiction of the South African courts.

## 6. Disclaimer and limitation of liability

Use of our website, [NetNineNine.co.za](http://NetNineNine.co.za), is entirely at your own risk. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our website and/or your purchase of any products.

The information, content, services, and features of the website, including text, graphics and links are provided on an "as is" basis. [NetNineNine.co.za](http://NetNineNine.co.za) does not represent that the website or any content, service or feature of the website will be error free, or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality or that the website or the servers that make it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our website or the purchase of any of our products. [www.NetNineNine.co.za](http://www.NetNineNine.co.za) does not give any warranty, express or implied, in relation to the operation of the website. Information, ideas, and opinions expressed on this website should not be regarded as professional advice. You accept and agree that your reliance on any information contained on the website is entirely at your own risk.

[NetNineNine.co.za](http://NetNineNine.co.za) cannot ensure that any files or other data that you download from the website will be free of viruses or contamination or destructive features.

[NetNineNine.co.za](http://NetNineNine.co.za) is not responsible for the acts or omissions of any third parties in connection with the use of the website.

[NetNineNine.co.za](http://NetNineNine.co.za), is not liable for any damages, liability or harm caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the [www.NetNineNine.co.za](http://www.NetNineNine.co.za) website, whether for breach of contract, delict, or any other cause of action. You are encouraged to report any such performance failures or errors to [www.NetNineNine.co.za](http://www.NetNineNine.co.za)

[NetNineNine.co.za](http://NetNineNine.co.za) is not liable for any indirect, consequential, special, incidental or punitive damages, including lost profits, even if [www.NetNineNine.co.za](http://www.NetNineNine.co.za) has been advised of the possibility of such damages.

These Online Terms and Conditions do not affect your statutory rights, including your rights under any applicable consumer laws, which cannot be altered by contract.

Subject to any warranties that may be implied by the CPA to the extent that the CPA is applicable to these Conditions and the Customer, Net Nine Nine does not, make any representations nor, give any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of the Services or the Equipment including but not limited to implied warranties of merchantability and fitness or suitability for any intended purpose, nor that the Services will be error-free, secure or uninterrupted.



Net Nine Nine will not be liable for any delay in performing or any failure to perform any of its obligations in terms of the Conditions due to any cause beyond its reasonable control.

Upon the occurrence of any delay or failure referred to in this clause the provisions of the Conditions which are affected shall be suspended for as long as the cause in question continues to operate, provided that if the delay or failure referred to in this clause, has not ceased to operate within a period of 3 months from the date upon which it arose, the Services may by way of notice in writing be cancelled by either Party.

## 7. Cancellation of Services & Dispute Resolution

Should Net Nine Nine commit a breach of any of the provisions of these Conditions and fail to remedy that breach within 7 business days after receipt from the Customer of written notice calling upon it so to do, then the Customer will be entitled to either:

- enforce specific performance of the terms hereof; or
- cancel the Services with effect from the beginning of the following calendar month and recover such damages as it may have sustained, subject to the provisions of these Terms and Conditions.

In addition to any other cancellation rights which the Customer may have in these Conditions, the Customer may cancel the Services at any time provided that they provide Net Nine Nine with one full calendar month's notification – in such circumstances, the Services will be cancelled with effect from the last day of the month during which the Calendar months' notice period expires.

The Customer will be liable for the full cost of the domain registration price if the Customer cancels the free domain registration service within the first 12 months.

The Customer will be liable for the full cost of any Fibre line ordered by completing the Application Form and then cancelling such Application Form. This could include activation and connection fees that Net Nine Nine have incurred.

Customers must notify the accounts department of a cancellation request in writing by emailing [cancellations@NetNineNine.co.za](mailto:cancellations@NetNineNine.co.za).

In addition to any other cancellation rights which Net Nine Nine may have in these Conditions, if the Customer breaches any term of these Conditions including any failure to pay Net Nine Nine any monies on due date, and fail to remedy that breach within 7 business days after receipt from Net Nine Nine of written notice calling upon it so to do, then Net Nine Nine will be entitled without prejudice to any right it may have as a result of that breach, cancel these Conditions and cease providing the Services to the Customer – this remedy will not be exhaustive and will be in addition and without prejudice to any others Net Nine Nine may have under or in consequence of these Conditions.

If an application for business rescue proceedings or liquidation is filed by or against the Customer, or if the customer is sequestered, liquidated, goes out of business or announces intention to do so, Net Nine Nine will be entitled to immediately cancel these Conditions and terminate current Services to the Customer, upon notice to the Customer.

If the supply of the Services is terminated in accordance with these terms, the full outstanding balance of the Customer becomes due and payable immediately.

If your line has been suspended due to non-payment you are still liable for the full monthly package fee for the months the line is suspended. Should you wish to cancel the billing you will need to send a cancellation request to our accounts department [cancellations@NetNineNine.co.za](mailto:cancellations@NetNineNine.co.za). Should you wish to reconnect the cancelled services you will be charged a re-connection fee depending on the Fibre network you are connecting to. The reconnect fee will need to be paid before we can reconnect your services.

Please note that by default we require one full calendar month's notification of non-renewal. If you do not provide this notice, you will be charged the rate stipulated on the relevant product page for the next renewal term. To illustrate, for non-renewal to be affected at the end of November, notice of non-renewal must be received on or before the last day of October. If a client cancels within the first 30 Days, the client will be liable to pay any activation fees that Net Nine Nine incurred on behalf of the client.

If the client re-connects a service at a previously cancelled address, The customer will be liable to pay for the re-connection fee.

Any dispute between the Parties in regard to any matter arising out of any Invoice and/or these Conditions or their interpretation or their respective rights and obligations arising thereunder or their cancellation or any matter arising out of their cancellation, must first be (attempted to be) resolved by the Customer and a manager of Net Nine Nine in accordance with the following procedure:

the Customer must submit to [complaints@coolideas.co.za](mailto:complaints@coolideas.co.za) a written complaint / dispute setting out the Customer's full particulars, contact details, customer reference number, relationship with Net Nine Nine, statement of reasons for the complaint / dispute and any relevant evidence or supporting documentation;

Net Nine Nine must:

- acknowledge receipt of the complaint / dispute within 3 business days of its submission by the Customer; and
- determine the outcome of the complaint / dispute and communicate this result to the Customer within 14 business days of the above acknowledgement.
- Net Nine Nine will not entertain any dispute / complaint in respect of an Invoice or Fees based on unauthorised use of the Services, it being the Customer's responsibility to safeguard access to the Services which it receives and to use the Services in the manner set out in these Conditions.
- If the Customer is not satisfied with the outcome in as above, then the complaint / dispute will be submitted to and determined by arbitration. Such arbitration will be held in Johannesburg unless otherwise agreed to between the Parties in writing and will be held in a summary manner with a view to the proceedings being completed as soon as possible.

There will be 1 arbitrator whose appointment will be agreed upon between the Parties but failing agreement between them within a period of 10 Business Days after the arbitration has been

demanding, either of the Parties will be entitled to request the chairperson for the time being of the Johannesburg Bar Council to make the appointment who, in making his appointment, will have regard to the nature of the dispute.

The decision of the arbitrator will be final and binding on the Parties and may be made an order of any court of competent jurisdiction.

Each of the Parties hereby submits itself to the jurisdiction of the Gauteng Local Division of the High Court of South Africa, Johannesburg should the other Party wish to make the arbitrator's decision an order of that Court.

## 8. Cancellation of Services & Dispute Resolution

The provisions of the Acceptable Use Policy:

- form part of the Conditions;
- are binding on the Customer; and
- are intended as guidelines and are not meant to be exhaustive.

Generally, conduct that violates any law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in the Acceptable Use Policy, is prohibited. Net Nine Nine prohibits activities that may damage its commercial reputation and goodwill and reserves the right to take such steps as it may deem required in order to protect itself from such damage being caused by the Customer.

### The Customer must:

use the Internet and Net Nine Nine Infrastructure for his/her own personal use only and must do so with respect, courtesy, and responsibility, giving due regard to the rights of other Internet and/or Net Nine Nine Infrastructure users;

have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided.

The Customer acknowledges and agrees that Net Nine Nine is unable to exercise control over the content of the information passing over the Net Nine Nine Infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over the Net Nine Nine Infrastructure. Accordingly, Net Nine Nine is not responsible for the content of any messages or other information transmitted over the Cool Infrastructure and/or Internet.

The Customer agrees to indemnify Net Nine Nine and its Affiliates in full and on demand from and against any loss, damage, costs or expenses which they may suffer or incur directly or indirectly as a result of the Customer's use of the Net Nine Nine Infrastructure and/or Internet otherwise than in accordance with the Acceptable Use Policy, the Conditions and the Applicable Laws.

### Prohibited, Unacceptable and Unlawful Use

The Net Nine Nine Infrastructure may be used only for lawful purposes and Customers may not violate any Applicable Laws when using the Net Nine Nine Infrastructure and/or the Internet.

Transmission, downloading, distribution or storage of any material on or through the Net Nine Nine Infrastructure in violation of Applicable Laws by the Customer is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secrets or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws, constitutes child sexual abuse imagery, pirated software, illegal downloads, "*Hackers programs or archives*", "*Warez Sites*", "*Irc Bots*", "*Illegal Mp3's*", drug dealing or other illegal activities.

The Customer is prohibited from posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

### Web Hosting

Due to the nature of a shared web hosting environment, Net Nine Nine reserves the right to ask Customers to upgrade or correct issues pertaining to upgrade their shared web hosting package, or to correct issues on their shared web hosting package, should it adversely affect the Net Nine Nine Infrastructure, network or server performance for the majority of the Net Nine Nine web hosting customers.

The Net Nine Nine shared web hosting platform is intended for hosting a website with relevant content and function for a personal or small home business without the concern of traffic overages. The use of the service should not be indicative for large scale enterprises or applications where a dedicated server would be more suited.

Net Nine Nine prohibits the use of the shared web hosting service disk space to be utilised for purposes other than its intended function, which intended function is: content hosting, personal and small enterprise email and relevant web files.

The use by the Customer of shared or dedicated hosting services for hosting torrent boxes and/or running proxies is strictly prohibited. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from the Net Nine Nine Infrastructure.

Net Nine Nine may at any time with reasonable notice to the Customer (if such Customer makes use of the web hosting services), revise or amend its current shared and dedicated web hosting offerings relating to price, features, traffic, allocations and disk sizes.

Net Nine Nine Web Hosting AUP can be found here <https://www.cisp.co.za/webhosting-acceptable-use-policy/>

### Business Use

The Customer acknowledges that:

- there is a distinction between residential/home internet services (fibre-to-the-home) and business services (fibre-to-the-business);
- a high number of users (on average, more than 5 users) accessing the Net Nine Nine Infrastructure and/or Internet through a single account, it would result in a higher cost incurred by Net Nine Nine to service such an account based on the Net Nine Nine uncapped, unlimited and unshaped model;
- Accordingly, the Customer acknowledges and agrees that, unless it is a Business Customer, it may not allow more than 5 users to access the Net Nine Nine Infrastructure through its account at any given time. Failure to adhere to this requirement may result in the Customer

incurring additional charges and Net Nine Nine may immediately suspend or terminate the Services of such a Customer without notice.

### System and Network Security

- All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which the Customer is granted access through Net Nine Nine) and includes but is not limited to the Net Nine Nine Infrastructure itself.
- The Customer may not circumvent user authentication or security of any host, network, or account (referred to as "**cracking**" or "**hacking**"), nor interfere with service to any user, customer, host, or network (referred to as "**denial of service attacks**").
- Violations of system or network security by the Customer are prohibited, and may result in civil or criminal liability. Net Nine Nine will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected.
- Examples of system or network security violations include, without limitation, the following:
  - unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of Net Nine Nine;
  - unauthorised monitoring of data or traffic on the network or systems without express authorisation of Net Nine Nine;
  - interference with service to any user, customer, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
  - forging of any TCP/IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting; and
  - employing posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on the Net Nine Nine servers.

### Email Use and Spamming

- It is expressly prohibited to send unsolicited mail messages ("**junk mail**" or "**spam**"), including, without limitation, commercial advertising and informational announcements, and the Customer will refrain from doing so.
- The Customer will not use another site's mail server to relay mail without the express permission of the site (known as public relay) or distributing, advertising or promoting products or software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam.
- Net Nine Nine may examine the Customer's mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the Customer. All relay checks will be done in strict accordance with Net Nine Nine's policy of preserving customer privacy.
- The Customer may not use the Net Nine Nine Infrastructure and/or servers to effect or participate in any of the following activities:
  - posting to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner- published FAQ or description of the group or list;
  - sending unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;

- engaging in any of the foregoing activities using the service of another provider, but channelling such activities through the Net Nine Nine Infrastructure (or a Net Nine Nine provided server, or using a Net Nine Nine provided server as a maildrop for responses);
- falsifying user information provided to Net Nine Nine or to other users of the service in connection with use of a Net Nine Nine service.

#### Fair Access

- To help ensure that all Customers have fair and equal use of the Services and to protect the integrity of the Net Nine Nine Infrastructure, Net Nine Nine reserves the right, and will take necessary steps, to prevent improper or excessive usage of the Net Nine Nine Infrastructure. These steps include, but are not limited to:
  - limiting throughput;
  - preventing or limiting Service through specific ports or communication protocols; and/or
  - complete termination of Services to users who grossly abuse the Net Nine Nine Infrastructure through improper or excessive usage.
- This applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.
- Online activity will be subject to the available bandwidth, data storage and other limitations of the Service provided, which Net Nine Nine may, from time to time, revise at its own discretion and without prior notice to the Customer.

#### Reporting Network Abuse and Complaints

Anyone may report a complaint, a violation or suspected violation of the Acceptable Use Policy to Net Nine Nine by contacting Net Nine Nine via email: [Complaints@NetNineNine.co.za](mailto:Complaints@NetNineNine.co.za)

- Breach of the Acceptable Use Policy
  - Net Nine Nine may, in its sole discretion, determine what constitutes a breach of the Acceptable Use Policy.
  - Upon Net Nine Nine becoming aware of an alleged violation of the Acceptable Use Policy, it may:
    - initiate an investigation into this alleged violation within a reasonable time after becoming aware thereof;
    - restrict or completely withdraw the Customer's access to the Net Nine Nine Infrastructure and Internet during the investigation in order to prevent further possible unauthorized activity – in these circumstances the Customer is not entitled to service credits for these outages.
  - If the Customer is found in violation of the Acceptable Use Policy, Net Nine Nine may, in its sole discretion, restrict, suspend, or terminate the Customer's account and/or pursue other civil remedies (including but not limited to any costs associated with the investigation of a substantiated policy violation). Generally, violations will be dealt with as follows, however, Net Nine Nine may deviate from this if it determines it necessary:
    - first violations by the Customer of the Acceptable Use Policy will result in the Customer being liable for a Cleanup Fee of R1,500 and the Customer's account will be reviewed for possible termination;
    - second violations by the Customer of the Acceptable Use Policy will result in the Customer being liable for a Cleanup Fee of R3,500 and immediate termination of the Customer's account.

- o If a violation is a criminal offence, Net Nine Nine will notify the appropriate law enforcement department of such violation.
- o The Customer will be liable for any and all costs incurred by Net Nine Nine as a result of the Customer's violation of the Acceptable Use Policy. This includes, but is not limited to, legal fees on an attorney-client basis and costs resulting from Postmaster responses to complaints from and the clean-up of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations, and an investigation fee of no more that R1,500 per hour that Net Nine Nine personnel must spend to investigate any violations.

## 9. Content on the Net Nine Nine website

All content on the website, such as information, text, pictures, photographs, graphics, interfaces, and the design, structure and arrangement of the content, belongs to [NetNineNine.co.za](http://NetNineNine.co.za) or is licensed to [NetNineNine.co.za](http://NetNineNine.co.za) and is protected by law. You may not copy, reproduce, upload or post any of the content on the website without [NetNineNine.co.za](http://NetNineNine.co.za) prior written permission. As such, [NetNineNine.co.za](http://NetNineNine.co.za) and its suppliers retain all copyright and other rights to services as well as listings, information, images, videos, and databases.

## 10. Links to third party websites

The website may include links to websites operated by third parties. [NetNineNine.co.za](http://NetNineNine.co.za) is not responsible for the content of those sites. The links to third party websites from the [NetNineNine.co.za](http://NetNineNine.co.za) website do not imply any responsibility for the content, opinions, representations, products or services provided on those sites. You are responsible for complying with the terms of use of any linked third party websites.

## 11. Changes to Terms and Conditions

[NetNineNine.co.za](http://NetNineNine.co.za) may at its own discretion periodically update or change the Terms and Conditions without notice. Please ensure that you check these Terms and Conditions from time to time, in order to satisfy yourself with any updated or revised Terms and Conditions. The date from which the current set of Terms and Conditions came into effect is included within the Terms and Conditions and will also be updated accordingly for as long as the website continues to exist and be operated. [NetNineNine.co.za](http://NetNineNine.co.za) is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases.

## 12. Changes to the Net Nine Nine website

The content on the website and the products and services offered may change from time to time. No notice of any changes will be given to you. [NetNineNine.co.za](https://NetNineNine.co.za) may also interrupt the operation of the website, or any part of the website, to perform routine or non-routine maintenance, to correct any errors, or make other changes.

## 13. Termination

If you do not comply with these Online Terms and Conditions when accessing or otherwise using the website, [NetNineNine.co.za](https://NetNineNine.co.za) has the right to suspend your access to the website temporarily or permanently without notice to you, depending on the severity of your actions.

## 14. Other terms and conditions

Additional terms and conditions may apply to specific products that are made available through the [NetNineNine.co.za](https://NetNineNine.co.za) website and to other features that are made available on the website such as competitions. Those additional terms and conditions form part of these Online Terms and Conditions and you agree that you are bound by them. If there is a conflict between these Online Terms and Conditions and any specific terms and conditions applicable to any particular product or service or feature of the website, the specific terms and conditions will apply.

## 15. Interpreting the contract, governing law and dispute resolution

These Online Terms and Conditions are governed by the laws of South Africa, regardless of conflict of laws principles. A court may find that some of the provisions of these terms and conditions are not enforceable. If this occurs, the remaining provisions of the terms and conditions will continue to apply. [NetNineNine.co.za](https://NetNineNine.co.za) will replace the affected provisions with new provisions that achieve the intended purpose but that are capable of being enforced in South Africa.

## 16. Privacy Notice & PAIA Manual

Net Nine Nine is committed to protecting your privacy and complying with applicable data protection and privacy laws. Any personal information that you provide to [NetNineNine.co.za](https://NetNineNine.co.za) will be collected, used and retained by [NetNineNine.co.za](https://NetNineNine.co.za) in accordance with this Privacy Policy. The purpose of this Privacy Notice is to inform you of [NetNineNine.co.za](https://NetNineNine.co.za) privacy practices and to explain how we collect, store, use, transfer and disclose your personal information. We also describe the kinds of information that [NetNineNine.co.za](https://NetNineNine.co.za) collects from you.



The PAIA Manual enables interested and authorised parties lawful access to information, based in the relevant privacy and information access laws.

## 17. Cookie Policy

This is the Cookie Policy for Net Nine Nine. Kindly also refer to Net Nine Nine's Privacy Policy.

### What Are Cookies

As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites functionality.

For more general information on cookies see the Wikipedia article on HTTP Cookies.

### How We Use Cookies

We use cookies for a variety of reasons detailed below. Unfortunately in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use. For more information regarding cookies kindly refer to our Privacy Policy.

### Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of the this site. Therefore it is recommended that you do not disable cookies.

### The Cookies We Set

#### *Account related cookies*

If you create an account with us then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out however in some cases they may remain afterwards to remember your site preferences when logged out.

#### *Login related cookies*

We use cookies when you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or

cleared when you log out to ensure that you can only access restricted features and areas when logged in.

#### *Email newsletters related cookies*

This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users.

#### *Orders processing related cookies*

This site offers e-commerce or payment facilities and some cookies are essential to ensure that your order is remembered between pages so that we can process it properly.

#### *Surveys related cookies*

From time to time we offer user surveys and questionnaires to provide you with interesting insights, helpful tools, or to understand our user base more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.

#### *Forms related cookies*

When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

#### *Site preferences cookies*

In order to provide you with a great experience on this site we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences we need to set cookies so that this information can be called whenever you interact with a page is affected by your preferences.

#### *Third Party Cookies*

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

This site uses Google Analytics which is one of the most widespread and trusted analytics solution on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content.

For more information on Google Analytics cookies, see the official Google Analytics page.

From time to time we test new features and make subtle changes to the way that the site is delivered. When we are still testing new features these cookies may be used to ensure that you receive a consistent experience whilst on the site whilst ensuring we understand which optimisations our users appreciate the most.

As we sell products it's important for us to understand statistics about how many of the visitors to our site actually make a purchase and as such this is the kind of data that these cookies will track. This is important to you as it means that we can accurately make business predictions that allow us to monitor our advertising and product costs to ensure the best possible price.

Several partners advertise on our behalf and affiliate tracking cookies simply allow us to see if our customers have come to the site through one of our partner sites so that we can credit them appropriately and where applicable allow our affiliate partners to provide any bonus that they may provide you for making a purchase.

We also use social media buttons and/or plugins on this site that allow you to connect with your social network in various ways. For these to work the following social media sites including (but not limited to)

- Facebook
- Twitter
- Instagram

will set cookies through our site which may be used to enhance your profile on their site or contribute to the data they hold for various purposes outlined in their respective privacy policies.

More Information

If you are still looking for more information, then you can contact us through one of our preferred contact methods:

Email of Compliance Officer: [legal@netninenine.co.za](mailto:legal@netninenine.co.za)

## 18. Competitions and Promotions Terms

Net Nine Nine will hold competitions from time to time for customers and potential customers. The terms and conditions for these competitions will be stipulated here.

### **R10 000 competition T&Cs**

By participating in the competition, you are agreeing to these competition terms and conditions.

### **How to enter the competition**

Make a payment at one of our stores or with one of the Net Nine Nine field sales agents for any of our fibre packages before the **30<sup>th</sup> of June 2023**.

If you are a new client, make sure to sign up at one of our stores, with Net Nine Nine field sales agents or online and make your first successful payment.

The competition will run from **Thursday 1<sup>st</sup> of June 2023 until 11:59pm 30 June 2023**. No late entries will be considered or duplicates.

### **Eligibility to enter:**

The competition is open to all live Net Nine Nine fibre clients within the competition period. Net Nine Nine employees and associates are excluded from the draw.

You will be ineligible to win in this competition in the event that you have won any competition with Net Nine Nine within the last 30 days prior to this competition.

Entries are limited to one (1) entry per person.

### **The Prize**

The lucky 100Mbps package winner will be awarded R5 000

The lucky 50Mbps package winner will be awarded R3 000

The lucky 20Mbps package winner will be awarded R 2 000

### Winner Announcement

The winner will be chosen at random during a Facebook live and will be notified via a phone call on the number provided.

Net Nine Nine will make **two attempts** to contact the winner via the cell phone number provided. If the winner cannot be reached, a new winner will be drawn.

### Additional Terms and Conditions: Net Nine Nine UPS Promotion

These UPS Promotion terms and conditions ("Agreement") govern the participation in the UPS (uninterrupted Power Supply) promotion ("Promotion") offered by Net Nine Nine (Pty) Ltd ("Net Nine Nine" or "Company"). By electing to be bound to the terms and conditions and participating in the Promotion, the customer or end-user ("Customer") agrees to be legally bound by this Agreement.

#### 1. Promotion Details:

- 1.1. Net Nine Nine offers month-to-month FTTH (Fibre-to-the-Home) products.
- 1.2. The Promotion allows Customers to receive a UPS for their premises by electing to be bound for a period of 6 months to the terms and conditions specified herein.
- 1.3. The UPS provided under this Promotion will always remain the property of Net Nine Nine.

#### 2. Lease Period:

- 2.1. The UPS will be leased to the Customer for a period of 6 months starting from the date the Customer chooses their relevant promotional package.
- 2.2. At the end of the 6-month lease period, the Customer may continue to use the UPS provided that they make use of any of the Net Nine Nine fibre packages, and which packages will after the conclusion of the initial 6-month period, run on a month to month basis.
- 2.3. Should the Customer terminate their fibre package either prior to the conclusion of the initial 6-month period or at any time thereafter, the UPS must be returned to Net Nine Nine, and the Customer must grant access to their property for the removal and collection of the UPS and ONT.

#### 3. Installation:

- 3.1. Net Nine Nine will be responsible for installing the UPS device at the Customer's premises.
- 3.2. The Customer shall provide Net Nine Nine with necessary access to the premises for the installation of the fibre equipment and UPS.
- 3.3. The Customer agrees to promptly notify Net Nine Nine in the event of any issue or malfunction with the UPS or ONT (Optical Network Terminal).
- 3.4. The Customer shall comply with any reasonable instructions provided by Net Nine Nine for the efficient and safe use of the ONT and UPS.

#### 4. Termination and Charges:

- 4.1. If the Customer terminates their fibre package prior to the expiration of the 6-month lease period, the Customer will be debited the full outstanding amount owed on the rental of the UPS, including the costs of installation.
- 4.2. The expenses to be debited will include the remainder of the fees Net Nine Nine would have recouped for the lease of the UPS, as well as the costs of the fibre packages calculated over the remainder of the package period.
- 4.3. In the event that the UPS or ONT is damaged by the Customer or due to the actions or negligence of the Customer, the Customer will be liable for the cost of replacing the UPS.

#### 5. Liability:

- 5.1. Net Nine Nine shall bear no liability for direct or indirect damages arising out of or in connection with the Promotion, including but not limited to damages to property, loss of data, loss of profits, or any other economic or consequential loss.
- 5.2. The Customer agrees that the use of the UPS is at their own risk.

#### 6. General:

- 6.1. These terms and conditions for the UPS Promotion form part of the general Terms and Conditions of Net Nine Nine and should be read and understood together with the general terms and conditions.
- 6.2. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the Promotion.
- 6.3. Net Nine Nine reserves the right to modify, suspend, or terminate the Promotion at any time without prior notice.
- 6.4. Net Nine Nine reserves the right to refuse participation in the Promotion to any individual or entity at its sole discretion.
- 6.5. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 6.6. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Johannesburg, South Africa.
- 6.7. Net Nine Nine may modify these terms and conditions at its sole discretion, and such modifications will be communicated to the Customer via email or through prominent notice on Net Nine Nine's website. The Customer's continued participation in the Promotion after the modifications will constitute their acceptance of the updated terms and conditions.
- 6.8. The Customer may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Net Nine Nine. Net Nine Nine may assign or transfer its rights and obligations under this Agreement to any affiliated company or third party without the Customer's consent.

- 6.9. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.
- 6.10. The failure of Net Nine Nine to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision contained herein.
- 6.11. This Agreement represents the entire understanding and agreement between the parties concerning the Promotion and supersedes any prior agreements, understandings, or representations, whether written or oral.
- 6.12. In the event of any discrepancy between the English version of this Agreement and any translation thereof, the English version shall prevail.

By participating in the Promotion, the Customer acknowledges that they have read, understood, and agreed to be bound by these terms and conditions as well as the standard Net Nine Nine Terms and Conditions.

## 19. Net Nine Nine & Evolution Tel (Pty) Ltd

Net Nine Nine has been on-boarded as an ISP on the Evolution Tel (Pty) Ltd effective from 1 August 2023, this allows Net Nine Nine to provide Net Nine Nine fibre solutions to area's covered by the Evotel fibre network. Due to additional costs paid by Net Nine Nine to facilitate the rental of the network infrastructure from Evotel, Net Nine Nine is unable to offer the same pricing, line speeds or product or service properties to customers that it generally offers to Customer who make use of only the Net Nine Nine network infrastructure. Prospective customers are advised to check their products and services after selecting their **province** and **city** where they would like to receive their fibre services. Prospective customers are directed to the coverage check page by clicking the button below:

### [Check Your Coverage](#)

This way prospective customers may be directed to the specific pricing, specials, and product and service properties available to their city. Net Nine Nine will not accept any liability, or damages caused due to clients viewing, inquiring, or requesting products, offers, or promotions for products or product properties that are not available to their installation address's coverage area.

Clients that submit forms, leads, or information to Net Nine Nine for an installation on the Evotel Network infrastructure are informed that their submitted information may be shared with Evotel & Net Nine Nine staff as well as affiliated companies in order to facilitate the installation, the maintenance and the service of their fibre connection. No customer information will be shared or distributed.

Customers or prospective customers that are within the Evotel coverage area are directed to the Evotel terms & conditions page, by clicking the Terms & Conditions link located on the inquiry form pages and are required to read and understand the Net Nine Nine terms & conditions as well as the Evotel terms & conditions pages.

### [Evotel Terms & Conditions](#)