



1. Definitions

“AUP” or “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 –

(a) has registered with Net Nine Nine through the “Sign-Up” or “Apply Now” functionality available on the Net Nine Nine website, or by applying in person at Net Nine Nine’s registered office, fibre internet stores, or authorised partner offices; and/or

(b) engages or transacts with Net Nine Nine for the purpose of applying for, accessing, receiving, administering, or benefiting from any Net Nine Nine product or Service, including (without limitation) persons falling within the categories of customers, company representatives, company secretaries, financial institutions, or other authorised third parties interacting with Net Nine Nine.

“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 / sign-up 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, or social media.

“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);

"Pre-paid" means any product or service that are paid for in advance or prior to receiving a product or service.

"month to month" means that there is no obligation, commitment or contract that compel / require the client or customer to continue to make payment or use of any Net Nine Nine products or services.

"Reoccurring card payments" means card transactions that are setup to reoccur for more than one transaction automatically to ensure that the customer / client continues to receive a product or service without their intervention.

"Card Tokenization" means, a digital verification step to ensure that the card being loaded as a payment method is valid and chargeable, usually in the form of a small charge which is then automatically refunded.

"Net Nine Nine app" means a digital program, usually installed into a client's / customer's device that is used to assist clients with managing their own account, updating billing and contact details, managing their own services, making payments, and more.

"Debit order" means, a formal agreement authorizing Net Nine Nine to automatically withdraw specific, often recurring, amounts from your bank account, it ensures timely payments without manual intervention.

"Downgrade" means a request to change the type of service received by the client / customer to a less expensive and often less valuable form of the product / service.

"Upgrade" means a request to change the type of service received by the client / customer to a more expensive and often more valuable form of the product / service.

"Top-Ups" means the purchase of additional credits in order to facilitate continued services from Net Nine Nine.

"Credits" means a symbol of the services owed by Net Nine Nine to a client / customer based on a purchase, each credit is valued at 24 hours or 1 calendar day of service to be provided as best effort to the customer / client.

"Best Effort" means that Net Nine Nine shall use reasonable commercial endeavours to provide and maintain the Service in accordance with generally accepted industry standards, without guaranteeing uninterrupted availability, minimum throughput

speeds, latency, performance levels, or that the Service will meet any specific Customer expectation or requirement.

“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;

“Services” means any service made available by Net Nine Nine to the Customer, including (without limitation) the provision of electronic communications services, connectivity, support services, the disclosure or submission of information, or the lodging of any application, request or form through any authorised Net Nine Nine transaction or enquiry channel, whether or not a fee is payable, together with all associated software, systems, platforms and Equipment required for the delivery of such service, as described in the applicable Application Form or Order Form.

“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;
- (d) Customer initials
- (e) Customer written or digital identification mark.

“software” means, including but not limited to, any images, text, code, data or files incorporated in or generated by any program.

“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 not limited to its website.

2. General

- All monetary amount in these Conditions are exclusive of VAT, unless otherwise stated.
- 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 , 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. 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 information, notifications, competitions, offers, promotions, and 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 Net Nine Nine Pty(LTD) The company has its physical address at 2nd Floor, One Four Kramer, 14 Kramer Road, Kramerville, Sandton. Net Nine Nine Pty (LTD) 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:

- Residential Fibre Internet Services, on a month-to-month / or contractual basis or
- Business Fibre Internet Services, on a contractual basis or
- 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.
- 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 may be debited monthly for the package or service selected.

The Customer may be charged monthly via recurring card transfer for the package or service selected.

The Customer may choose to only pay for the services at their behest, for the package or service selected. (when applicable/available)

The Customer may choose to pay for the package or service selected via direct electronic fund transfer (when applicable/available)

The Customer may choose to pay for the package or service selected, via cash at participating Net Nine Nine fibre stores (when applicable/available)

Where payment is made by Electronic Funds Transfer (EFT), it is the Customer's sole responsibility to ensure that:

- the correct and complete payment reference as provided by Net Nine Nine is used;
- payment is made in sufficient time to reflect in Net Nine Nine's bank account on or before the due date; and
- The payment is for the full and correct amount as per the Service.

Net Nine Nine will not be responsible for any delay in allocating or reconciling payments where an incorrect or incomplete reference is used, or where the banking system experiences delays in clearing or reflecting such payments.

Payments that cannot be automatically allocated as a result of incorrect references, incomplete payment details, or late reflections may be deemed as unpaid until properly verified and manually processed by Net Nine Nine.

The Customer acknowledges and accepts that service suspension due to unallocated or late-reflected payments shall not constitute a breach by Net Nine Nine, and Net Nine Nine shall not be liable for any losses, damages, or inconvenience suffered as a result of such suspension.

To avoid unintended service interruptions, Customers are strongly encouraged to make EFT payments at least two (2) business days before the due date and to retain proof of payment for reference in the event of a dispute. 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. Any request by the Customer to increase or decrease the default credit limit must be submitted in writing to accounts@netninenine.co.za and shall be subject to Net Nine Nine's credit assessment procedures. Approval or refusal of such request shall remain within Net Nine Nine's sole and absolute discretion. 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.

Should you wish to reconnect the cancelled services, you may be charged a reconnection fee. 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, banking details, and 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, at It's own descretion with due urgency.

Reconciliation or Historical Information

The Customer may request a reconciliation of it's account by submitting a request in writing to 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 may 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, or contracted debit order 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 (“FTTH”) and Fibre-to-the-Business (“FTTB”) Services are billed one (1) month in advance. Where a Customer subscribes during the course of a calendar month, the initial invoice shall include the full monthly subscription fee. A pro-rata adjustment will thereafter be applied to align the Customer’s account with the selected predetermined billing date. This billing methodology ensures uninterrupted provision of Services and that the Customer is charged only for the portion of service required to bring the account into cycle with the applicable billing date.

Equipment

Net Nine Nine shall supply the necessary Equipment at the Customer’s Premises at no additional charge, subject to the Customer paying the first month’s subscription fee in advance, based on the selected Service package. Net Nine Nine shall have no obligation to dispatch Equipment or commence installation until such payment has been received and cleared. 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, misuse 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.

It's the sole responsibility of the Customer to insure, protect and use the Net Nine Nine supplied equipment at his/her own risk of liability.

Net Nine Nine reserves the right to charge any Customer for any repair, or replacement deemed necessary of any Net Nine Nine owned equipment at a reasonable cost to replace the equipment with the same or similar equipment.

The client should not remove any equipment installed by the FNO (Fibre Network Operator) for example, ONT or CPE, or any other equipment installed. If any of this equipment or Infrastructure are removed, are modified or damaged by the client, the client will be liable for any costs incurred by Net Nine Nine, to facilitate the repair, replacement, delivery and reinstallation of such equipment directly from the customer.

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

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 therefrom, 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, 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 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 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 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 is not responsible for the acts or omissions of any third parties in connection with the use of the website.

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 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

NetNineNine.co.za is not liable for any indirect, consequential, special, incidental or punitive damages, including loss of profits, even if 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 (customer protection act) 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.

The Customer acknowledges and agrees that all Services provided by Net Nine Nine are supplied on a Best Effort basis. Accordingly, Net Nine Nine does not warrant or guarantee uninterrupted, continuous, error-free, or fault-free operation of the Services, nor any minimum transmission speed, bandwidth, latency, data throughput, availability level, or performance outcome.

Without limiting the generality of the foregoing, the Customer accepts that the performance and availability of the Services may be affected by factors beyond Net Nine Nine's reasonable control, including but not limited to:

- a. upstream network providers or fibre network operators;

- b. power failures, load shedding, electrical instability or infrastructure failure;
- c. equipment failure not owned or controlled by Net Nine Nine;
- d. Customer Premises equipment, internal wiring, Wi-Fi interference or configuration;
- e. third-party service providers, software platforms or internet destinations;
- f. acts of God, force majeure events, civil disturbance, vandalism, theft, or regulatory intervention.

To the fullest extent permitted by applicable law, Net Nine Nine shall not be liable for:

- a. any interruption, degradation, suspension, delay or failure of the Services;
- b. any loss of data, loss of connectivity, or inability to access internet resources;
- c. any indirect, consequential, incidental, special or punitive damages;
- d. loss of profits, loss of revenue, loss of business opportunities, loss of goodwill, or anticipated savings, whether arising in contract, delict (including negligence), strict liability or otherwise.

The Customer acknowledges that internet services are inherently variable and that advertised speeds represent maximum achievable access line speeds under optimal conditions and do not constitute guaranteed service levels.

To the maximum extent permitted by law, Net Nine Nine's total aggregate liability arising from or in connection with the provision of the Services, whether in contract, delict, statute or otherwise, shall be limited to an amount equal to the total subscription fees actually paid by the Customer to Net Nine Nine for the affected Service during the one (1) month period immediately preceding the event giving rise to the claim.

Nothing in Terms and Conditions shall exclude or limit liability where such exclusion or limitation is prohibited under applicable law, including liability for gross negligence, wilful misconduct, or any rights afforded to consumers under the Consumer Protection Act 68 of 2008 which may not lawfully be excluded.

The Customer expressly acknowledges that the pricing of the Services has been determined on the basis of the risk allocation set out in this clause.

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 30 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 notice - 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.

Should the Customer cancel the Services within twelve (12) months from the Effective Date, Net Nine Nine shall be entitled to charge the Customer all Service Fees accrued up to the effective date of termination together with an early termination charge equal to the installation costs incurred by Net Nine Nine, being R2,100.00, which amount represents a reasonable recovery of subsidised installation expenses.

Where the Customer cancels any prepaid Service, Net Nine Nine reserves the right to charge a reasonable fee for the collection of any Equipment owned by Net Nine Nine. The Customer shall provide Net Nine Nine, or its authorised representatives, with reasonable access to the installation premises for purposes of recovering such Equipment within fourteen (14) calendar days following termination of the Services.

Failure to provide access within this period may result in the Customer becoming liable for the reasonable replacement value of the Equipment, in addition to any applicable collection or recovery costs. 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 shall be liable for the full costs incurred by Net Nine Nine in respect of any Fibre line ordered by the Customer through the submission of an Application Form, where such Application Form is subsequently cancelled prior to activation or completion of the Service. Such costs may include, without limitation, activation fees, connection fees, installation charges, and any other reasonable costs incurred by Net Nine Nine as a direct result of processing, provisioning, or cancelling the order.

Customers must notify the accounts department of a cancellation request in writing by emailing: 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.

Any Customer Services that are suspended due to non-payment shall remain fully due and payable to Net Nine Nine, and the Customer shall remain liable for all outstanding

amounts, charges, and debts incurred up to the date of suspension, notwithstanding such suspension of Services.

The Customer is required to provide not less than one (1) full calendar month's written notice of non-renewal or cancellation of Services. Failure to provide the required notice period shall result in the Customer being liable for the applicable monthly subscription fee at the prevailing rate stipulated on the relevant product page for the subsequent renewal period. By way of illustration, in order for cancellation to take effect at the end of November, written notice must be received by no later than the last day of October.

Should the Customer request reconnection of a Service at a previously cancelled address, the Customer shall be liable for payment of the applicable reconnection fee as determined by Net Nine Nine from time to time.

Any dispute between the Parties arising out of or in connection with any invoice, payment, deduction, these Terms and Conditions, their interpretation, or the rights and obligations of the Parties hereunder, including any cancellation or termination thereof, shall in the first instance be referred for resolution between the Customer and a duly authorised manager of Net Nine Nine in accordance with the following procedure:

- a. the Customer must submit to accounts@netninenine.co.za 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;
- b. 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 demanded, 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 Net Nine Nine 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.

Net Nine Nine prohibits the distribution, resale (whether retail or wholesale), or any commercial exploitation of its products or Services. The Customer is permitted to use the Services solely for personal or internal business purposes, as applicable, and may not resell, redistribute, sublicense, or otherwise make the Services available to any third party unless Net Nine Nine has entered into a separate written agreement with the Customer, signed by both Parties, expressly permitting such activity.

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 on 20Mbps, 10 users on 50Mbps, and 15 users for a 100Mbps) 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 15 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, DDOS 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' 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.
- Conducting of any illicit or illegal activities.

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: Johan@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 services or credits for any downtime experienced.
 - 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 / service 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.
- If a violation is a criminal offence, Net Nine Nine will notify the appropriate law enforcement department of such violation.
- 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 than 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 or is licensed to NetNineNine.co.za and is protected by law. You may not copy, reproduce, upload or post any of the content on the website NetNineNine.co.za without prior written permission from an authorised Net Nine Nine representative. As such, 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 is not responsible for the content of those sites. The links to third party websites from the 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 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 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 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 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 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 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 will be collected, used and retained by NetNineNine.co.za in accordance with this Privacy Policy. The purpose of this Privacy Notice is to inform you of 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 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
- YouTube
- LinkedIn
- TikTok

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