



5th Generation Networks (Pty) Ltd

TERMS AND CONDITIONS OF SERVICE

Fibre Internet Services

Effective Date: 23 June 2026

Version 1.0

IMPORTANT NOTICE: Please read these Terms and Conditions carefully before subscribing to or using any services provided by 5th Generation Networks (Pty) Ltd. By subscribing to our services, signing an Application Form, or using our network, you agree to be bound by these Terms and Conditions. These Terms constitute a legally binding agreement between you and 5th Generation Networks (Pty) Ltd.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context indicates otherwise, the following words and expressions shall have the meanings assigned to them below:

"Agreement" means these Terms and Conditions together with the Application Form, Service Schedule, and any addenda or amendments thereto;

"Application Form" means the online or physical form completed by the Customer to apply for the Services;

"CPA" means the Consumer Protection Act 68 of 2008, as amended from time to time;

"Customer" means the natural or juristic person who has subscribed to the Services, whether residential or business;

"ECTA" means the Electronic Communications and Transactions Act 25 of 2002;

"ECA" means the Electronic Communications Act 36 of 2005, as amended;

"Fibre Network Operator" or "FNO" means Openserve, a division of Telkom SA SOC Limited, that owns and operates the physical fibre infrastructure over which 5th Generation Networks provides the Services;

"Fixed-Term Contract" means a Service Agreement entered into for a defined minimum period as set out in the Service Schedule;



"Installation" means the process of connecting the Customer's premises to the fibre network and activating the Services;

"Month-to-Month Contract" means a Service Agreement with no fixed minimum period, cancellable on calendar month notice;

"NCA" means the National Credit Act 34 of 2005, where applicable;

"POPIA" means the Protection of Personal Information Act 4 of 2013;

"Premises" means the physical address at which the Services are to be provided, as specified in the Application Form;

"RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002;

"Service Fees" means the monthly fees payable by the Customer for the Services as set out in the Service Schedule or Application Form;

"Service Schedule" means the document specifying the particular services, speeds, data allocations, and fees applicable to the Customer's chosen package;

"Services" means the fibre-based internet access services (and any ancillary services) provided by 5th Generation Networks to the Customer;

"SLA" means the Service Level Agreement detailing uptime commitments and support response times;

"5th Generation Networks", "we", "us", or "our" means 5th Generation Networks (Pty) Ltd (Registration Number: 2019/108057/07), a private company incorporated in the Republic of South Africa.

2. PARTIES TO THIS AGREEMENT

2.1 Service Provider

- 5th Generation Networks (Pty) Ltd
- Registration Number: 2019/108057/07
- Physical Address: Highgrove Office Park, 50 Tegel Avenue, Highveld Centurion, South Africa
- Postal Address: Highgrove Office Park, 50 Tegel Avenue, Highveld Centurion, South Africa
- Email: info@5thgennetworks.co.za
- Telephone: +27 69 509 9995
- Website: www.5thgennetworks.co.za
- ICASA License Number: CECS-E/0033/2024

2.2 Customer

The Customer is the natural or juristic person identified in the Application Form. Where the Customer is a juristic person (company, close corporation, trust, or other entity), the individual signing the Application Form warrants that they are duly authorised to bind that entity to these Terms and Conditions.



3. APPLICATION FOR SERVICES AND ACCEPTANCE

3.1 Application Process

The Customer must complete and submit an Application Form, either online via our website, in writing, or through an authorised representative of 5th Generation Networks. Submission of an Application Form does not constitute acceptance of the application.

3.2 Acceptance of Application

An application is only accepted, and this Agreement only comes into force, upon written confirmation from 5th Generation Networks to the Customer. 5th Generation Networks reserves the right to decline any application at its discretion without being required to provide reasons.

3.3 Infrastructure Feasibility

All applications are subject to technical feasibility and fibre infrastructure availability at the Customer's Premises. 5th Generation Networks will conduct a feasibility assessment and notify the Customer of the outcome. Where coverage is not available, the Customer will not be charged any fees.

3.4 Cooling-Off Period (Consumer Customers)

In accordance with Section 16 of the Consumer Protection Act (CPA), residential Customers who entered into this Agreement as a result of direct marketing have the right to cancel this Agreement without penalty within five (5) business days of the date of Agreement. Written notice of cancellation must be sent to info@5thgennetworks.co.za.

4. DESCRIPTION OF SERVICES

4.1 Scope of Services

Subject to the terms of this Agreement, 5th Generation Networks will provide the Customer with fibre-based internet access services at the speeds and specifications set out in the Customer's chosen Service Schedule. Services are provided over the infrastructure of Openserve, a division of Telkom SA SOC Limited, as our Fibre Network Operator (FNO) and are subject to availability in the Customer's area.

4.2 Service Types

We offer services to the following customer categories:

- Residential Fibre: Designed for home use, subject to fair use policies as applicable;
- Business Fibre: Dedicated or shared business-grade connectivity with enhanced SLAs.

4.3 Speed and Performance

Advertised speeds represent maximum theoretical throughput under optimal conditions. Actual speeds may vary due to factors including but not limited to:

- Network congestion during peak hours;



- The Customer's internal network equipment and configuration;
- The performance of third-party websites and services accessed;
- Wireless interference where the Customer uses Wi-Fi routers;
- FNO network maintenance or incidents.

In accordance with ICASA regulations, 5th Generation Networks publishes network performance information on its website.

4.4 Additional Services

Additional services (such as static IP addresses, VoIP, managed Wi-Fi, or email hosting) may be made available and shall be subject to additional charges and separate service terms as set out in the relevant Service Schedule or addendum.

4.5 Service Changes by 5th Generation Networks

We reserve the right to modify, upgrade, or discontinue any service offering. Where a change materially and adversely affects the Customer, we will provide not less than thirty (30) calendar days' written notice. The Customer may cancel without penalty if the change is unacceptable, provided notice is given within twenty (20) days of receiving notice of the change.

5. INSTALLATION AND EQUIPMENT

5.1 Installation Process

Installation will be carried out by 5th Generation Networks' technicians or authorised subcontractors. The Customer must ensure access to the Premises on the agreed installation date. Where the Customer is unable to provide access and fails to give reasonable prior notice, a failed visit fee may be charged.

5.2 Customer Obligations at Installation

The Customer must:

- Ensure that the Premises are safe and accessible for installation;
- Provide a suitable location for the installation of network equipment (ONT/router);
- Ensure that there is adequate power supply for the equipment;
- Obtain any necessary landlord or body corporate consent prior to installation.

5.3 Equipment Ownership

Equipment installed by 5th Generation Networks remains the property of 5th Generation Networks unless explicitly sold to the Customer in terms of a separate sale agreement. The Customer is responsible for the care, safekeeping, and security of all Company equipment installed at the Premises. Lost, damaged (beyond fair wear and tear), or stolen equipment will be charged to the Customer at replacement cost.



5.4 Customer-Owned Equipment

The Customer may use their own compatible CPE (Customer Premises Equipment). 5th Generation Networks does not provide support for customer-owned equipment and cannot guarantee service performance where non-approved equipment is used.

5.5 Relocation of Services

Should the Customer wish to relocate the Services to a new address, a relocation request must be submitted in writing. Relocation is subject to infrastructure availability at the new address and may incur a relocation fee. If the new address is not covered, the Customer may cancel without early-termination penalty.

6. SERVICE FEES AND PAYMENT

6.1 Monthly Service Fees

The Customer agrees to pay the Service Fees as set out in the applicable Service Schedule. Service Fees are billed monthly in advance and are due on the first (1st) day of each calendar month, or as otherwise agreed in the Application Form.

6.2 Payment Methods

5th Generation Networks accepts payment via:

- Debit order (preferred and required for residential Customers);
- Electronic Funds Transfer (EFT) — proof of payment must be emailed to info@5thgennetworks.co.za;
- Credit card payment via our online portal.

6.3 Debit Order Authority

Where the Customer authorises a debit order, the Customer warrants that they are the account holder or have authority from the account holder. The Customer undertakes to ensure that sufficient funds are available on the deduction date. Debit order reversals may result in a dishonour fee and may lead to service suspension.

6.4 Late Payment and Interest

Accounts not settled within seven (7) days of the due date will attract interest at the prime lending rate published by the South African Reserve Bank plus two percent (2%), calculated daily and compounded monthly. 5th Generation Networks reserves the right to hand overdue accounts over to debt collectors, and all collection costs will be for the Customer's account.

6.5 Service Suspension for Non-Payment

Services may be suspended where an account remains unpaid for more than fourteen (14) days after the due date. A reconnection fee will be charged upon payment of all outstanding amounts. Continued non-payment may result in termination of the Agreement.



6.6 Disputed Invoices

Any invoice dispute must be raised in writing within thirty (30) days of the invoice date. Undisputed amounts remain payable during the dispute resolution process. Failure to raise a dispute within this period shall be deemed acceptance of the invoice.

6.7 Price Escalation

Service Fees may be adjusted annually by no more than the Consumer Price Index (CPI) as published by Statistics South Africa, plus five percent (5%). 5th Generation Networks will provide the Customer with not less than thirty (30) calendar days' written notice prior to any price adjustment.

6.8 Installation and Once-Off Fees

Once-off fees (including installation fees, activation fees, or equipment fees) are set out in the Service Schedule and are payable in advance unless otherwise agreed. These fees are non-refundable once installation has commenced.

7. CONTRACT TERM AND CANCELLATION

7.1 Contract Types

The Customer may choose between:

- Fixed-Term Contract: A minimum contract period of 12, 24, or 36 months as selected in the Application Form;
- Month-to-Month Contract: No minimum period; cancellable on one (1) full calendar month's written notice.

7.2 Cancellation of Fixed-Term Contract

In accordance with Section 14 of the Consumer Protection Act, residential Customers on a Fixed-Term Contract may cancel at any time by providing twenty (20) business days' written notice. However, 5th Generation Networks may charge a reasonable cancellation penalty which shall not exceed the value of the remaining months on the contract, subject to the CPA and any applicable regulations.

7.3 Cancellation by the Customer (Month-to-Month)

A Month-to-Month Customer may cancel by giving one (1) calendar month's written notice to info@5thgennetworks.co.za. The Customer will be liable for all fees incurred up to and including the last day of the notice period.

7.4 Cancellation by 5th Generation Networks

5th Generation Networks may terminate this Agreement immediately, without notice, if:

- The Customer materially breaches these Terms and fails to remedy the breach within fourteen (14) days of written notice;



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- The Customer becomes insolvent, is sequestrated, or is wound up;
 - The Customer uses the Services for illegal activities;
 - The Customer provides false or misleading information in the Application Form.

5th Generation Networks may terminate the Agreement on thirty (30) calendar days' written notice for any other reason.

7.5 Post-Cancellation Obligations

Upon cancellation or termination, the Customer must return all Company equipment within fourteen (14) days, in good working condition. Failure to do so will result in the Customer being charged the full replacement cost of the equipment.

8. ACCEPTABLE USE POLICY

8.1 Permitted Use

The Services are provided for lawful personal or business use. The Customer must use the Services in compliance with all applicable South African laws, including the Electronic Communications and Transactions Act (ECTA), the Films and Publications Act, the Cybercrimes Act 19 of 2020, and all regulations issued thereunder.

8.2 Prohibited Activities

The Customer shall not use the Services to:

- Transmit, store, or distribute illegal content, including but not limited to child sexual abuse material (CSAM);
- Send unsolicited bulk email (spam) or engage in phishing, fraud, or identity theft;
- Conduct distributed denial-of-service (DDoS) attacks or other network intrusions;
- Infringe the intellectual property rights of any third party;
- Violate any applicable laws or regulations, including copyright and data protection laws;
- Resell or sub-licence the Services to third parties without the prior written consent of 5th Generation Networks;
- Circumvent or attempt to circumvent any technical measures implemented by 5th Generation Networks.

8.3 Network Management

5th Generation Networks reserves the right to implement reasonable network management practices, including traffic shaping and prioritisation, to ensure fair access for all Customers and to protect the integrity of the network. These practices are disclosed on our website in accordance with ICASA's Open Access requirements.

8.4 Breach of AUP

Violation of this Acceptable Use Policy may result in immediate suspension or termination of Services without notice or refund, and may be reported to relevant authorities.



9. SERVICE LEVELS AND SUPPORT

9.1 Residential Service Levels

For residential Customers, 5th Generation Networks targets the following service levels:

- Network availability: 99% monthly uptime (excluding scheduled and emergency maintenance);
- Fault logging: 24/7 via online portal, email, or telephone;
- Fault response: within 4 business hours of acknowledgement;
- Fault resolution: within 48 hours for access-layer faults; up to 5 business days where FNO intervention is required.

9.2 Business Service Levels

Business Customers are subject to the SLA appended to their Service Schedule or Business Service Agreement. Enhanced response and resolution times are available on business-grade packages.

9.3 Scheduled Maintenance

Scheduled maintenance will be communicated to Customers at least 48 hours in advance via email or SMS. 5th Generation Networks will endeavour to perform maintenance during off-peak hours (00:00–06:00 SAST) to minimise disruption.

9.4 FNO-Related Faults

Where a fault lies within the Openserve infrastructure, resolution is subject to Openserve's own timelines. 5th Generation Networks will keep the Customer updated and will manage the escalation on the Customer's behalf.

9.5 Exclusions from SLA

Service level commitments do not apply to downtime caused by:

- Force majeure events (see Clause 13);
- Customer-side equipment failure or misconfigurations;
- Power outages at the Customer's Premises;
- Damage to infrastructure caused by the Customer or third parties;
- Scheduled maintenance windows communicated in advance.

10. DATA, PRIVACY AND PROTECTION OF PERSONAL INFORMATION

10.1 POPIA Compliance

5th Generation Networks is committed to processing personal information in accordance with the Protection of Personal Information Act (POPIA). Personal information is collected and processed for the



purpose of delivering the Services, managing the Customer relationship, credit assessment, marketing (with consent), and compliance with legal obligations.

10.2 Customer Data Rights

The Customer has the right to:

- Request access to their personal information held by 5th Generation Networks;
- Request correction or deletion of inaccurate or outdated information;
- Object to the processing of their personal information;
- Lodge a complaint with the Information Regulator of South Africa.

For data-related queries, contact our Information Officer at Rinaldo@5thgennetworks.co.za.

10.3 Data Security

5th Generation Networks implements reasonable technical and organisational measures to protect Customer data against unauthorised access, disclosure, alteration, or destruction. In the event of a data breach affecting the Customer's personal information, 5th Generation Networks will notify the Customer and the Information Regulator as required by POPIA.

10.4 RICA Compliance

The Customer acknowledges that 5th Generation Networks is required to comply with RICA, and that their identity and address will be verified and retained. The Customer consents to such verification and record-keeping as required by law.

10.5 Traffic and Usage Data

5th Generation Networks may monitor network traffic metadata (excluding content) for network management, security, and billing purposes. 5th Generation Networks will not sell Customer traffic data to third parties. Interception of communications is only conducted in accordance with lawful intercept obligations under RICA.

10.6 Marketing Communications

With the Customer's consent, 5th Generation Networks may send promotional communications regarding new services, offers, and upgrades. The Customer may opt out at any time by sending an email to info@5thgennetworks.co.za or by clicking the unsubscribe link in any marketing email.

11. INTELLECTUAL PROPERTY

5th Generation Networks' trademarks, logos, website content, software, and documentation are the exclusive intellectual property of 5th Generation Networks or its licensors. No licence to use such intellectual property is granted to the Customer other than as strictly necessary for the use of the Services. Unauthorised reproduction, modification, or distribution of any 5th Generation Networks intellectual property is strictly prohibited.



12. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

12.1 Warranties

5th Generation Networks warrants that it holds the necessary ICASA licence to provide the Services in South Africa and will use commercially reasonable efforts to deliver the Services in accordance with this Agreement.

12.2 Disclaimer

Save as expressly set out in this Agreement, 5th Generation Networks makes no representations or warranties, whether express or implied, including but not limited to implied warranties of fitness for a particular purpose, merchantability, or non-infringement.

12.3 Limitation of Liability

To the maximum extent permitted by applicable law:

- 5th Generation Networks' aggregate liability for any claim arising out of or in connection with this Agreement shall not exceed the total Service Fees paid by the Customer in the three (3) months preceding the event giving rise to the claim;
- 5th Generation Networks shall not be liable for indirect, consequential, special, or punitive damages, including loss of profits, loss of data, or loss of business opportunity, even if advised of the possibility of such losses.

12.4 Consumer Rights Preserved

Nothing in this Clause limits any rights the Customer may have under the Consumer Protection Act, ECTA, or any other applicable consumer protection legislation. 5th Generation Networks will not seek to contract out of any statutory rights that cannot lawfully be excluded.

13. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, including acts of God, natural disasters, acts of government, load shedding (Eskom or any other utility), civil unrest, pandemic, strike, or infrastructure failure caused by third parties.

Where a Force Majeure Event prevents 5th Generation Networks from delivering the Services for more than thirty (30) consecutive days, either party may terminate the Agreement on written notice without penalty.

14. DISPUTE RESOLUTION

14.1 Internal Complaints Process

The Customer must first attempt to resolve any dispute through 5th Generation Networks' internal complaints process by contacting our Customer Support team at info@5thgennetworks.co.za or calling +27 69 509 9995.



14.2 ICASA Complaints

If the matter cannot be resolved internally within thirty (30) days, the Customer may lodge a complaint with the Independent Communications Authority of South Africa (ICASA) via www.icasa.org.za, or with the National Consumer Commission (NCC) for CPA-related matters.

14.3 Mediation and Arbitration

Should the dispute remain unresolved after the above processes, either party may refer the dispute to mediation. If mediation fails, the dispute shall be finally determined by arbitration in terms of the Arbitration Act 42 of 1965, before a single arbitrator agreed upon by the parties, or failing agreement, appointed by the Arbitration Foundation of Southern Africa (AFSA). The place of arbitration shall be Johannesburg, South Africa.

14.4 Governing Law

This Agreement is governed by the laws of the Republic of South Africa. The courts of South Africa shall have jurisdiction to hear any matter not referred to arbitration.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement, together with the Application Form and Service Schedule, constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations, warranties, and understandings.

15.2 Amendments

5th Generation Networks may amend these Terms and Conditions from time to time. Amended Terms will be published on our website at www.5thgen.co.za/terms and the Customer will be notified via email at least thirty (30) calendar days prior to the amendments taking effect. Continued use of the Services after the effective date of the amendment constitutes acceptance.

15.3 Cession and Assignment

The Customer may not cede, assign, or transfer any rights or obligations under this Agreement without the prior written consent of 5th Generation Networks. 5th Generation Networks may cede or assign its rights and obligations to any successor entity or related company, subject to providing the Customer with reasonable notice.

15.4 Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. A waiver is only effective if given in writing.



15.5 Severability

If any provision of this Agreement is found by a court or arbitrator to be invalid, unlawful, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

15.6 Notices

All notices under this Agreement shall be in writing and delivered to the addresses set out in the Application Form (for the Customer) and in Clause 2.1 (for 5th Generation Networks). Notices sent by email to the addresses on record shall be deemed received on the next business day after transmission.

15.7 Consumer Protection Act Summary

In terms of the CPA, residential Customers have the following key rights:

- The right to fair and honest dealing;
- The right to disclosure of all material information;
- The right to cancel a Fixed-Term Contract on twenty (20) business days' notice (subject to reasonable penalty);
- The right to a five (5) business day cooling-off period where services were procured via direct marketing;
- The right to quality service and goods that are reasonably suitable for their intended purpose.

15.8 Electronic Signatures

In accordance with ECTA, electronic signatures (including acceptance via a website checkbox or email confirmation) are legally binding and constitute valid acceptance of this Agreement.

16. ACCEPTANCE AND SIGNATURE

By signing below, the Customer confirms that they have read, understood, and agree to be bound by these Terms and Conditions of Service.

Signed for and on behalf of: 5th Generation Networks (Pty) Ltd Signature: _____ Name: _____ Designation: _____ Date: _____	Signed by the Customer: Signature: _____ Full Name: _____ ID / Reg. Number: _____ Capacity: _____ Date: _____
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