

1. Object

The purpose of these Conditions is to define the conditions under which Afrifiber provides the customer with the provision of the Access Service. The Conditions are an integral part of subscription contracts.

2. Description of the service

afrifiber will provide its customers with internet and data connectivity services

3. Definitions

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions.

- a. "Contended" means that multiple users are sharing the same network capacity
- b. "Unshaped" means that afrifiber does not prioritise or differentiate between different classes of traffic
- c. "Shaped" means that afrifiber prioritise or differentiate between different classes of traffic
- d. "Throttled" means the speed restriction or reduction of data throughput
- e. "Uncapped" refers to an internet service where service is never stopped due to the amount of data used. The service may however be Shaped or Throttled
- f. "Asymmetrical" is the standard Downlink and Uplink speed at which the afrifiber service is provisioned. This service allows the Downlink data speed to be double (2x) higher than the Uplink speed i.e.: DL = 20Mbps / UL = 10Mbps
- g. "Symmetrical" is the value added Downlink and Uplink speed at which the afrifiber service can be provisioned. This service allows the Downlink and Uplink speed to be equal i.e.: DL = 20Mbps / UL = 20Mbps

4. Resale of Service

Resale of the Service is not permitted except where the Customer has obtained all the regulatory approvals and have entered into a reseller agreement with afrifiber, the resale of the Services or any bundled part thereof

5. Policy

These terms are to be read in conjunction with the Fair Use policy available at <https://www.afrifiber.com/FUP/>

6. Service Description

- a. afrifiber will provide the Customer with contented capped, uncapped or unlimited, unshaped access to the afrifiber Network via a fiber circuit at the Customer's premises as indicated on the Subscriber Agreement (the "Circuit") and the Equipment at an afrifiber Point of Presence ("PoP")
- b. The Service provides Internet access by transmitting and delivering IP packets between the Subscriber Equipment connected on the afrifiber Network by means of the Circuit and other networks in accordance with its standard business arrangements with providers of such other networks.

The customer warrants and undertakes that he/she will:

- use the Service Equipment only for the purpose of receiving the Service;
- not move, modify, relocate or in anyway interfere with the Service
- not use the Services for any illegal or immoral purpose
- will ensure that the equipment and area of installation is free and protected from any rodent, animal and or pest infestation that could cause harm and or damage to the network infrastructure installed to provision the service

7. Throughput Rates

- a. Access to, and across, the afrifiber IP Network is at the maximum throughput rates set forth in the Subscriber Agreement. Maximum throughput rates are not guaranteed and remains best effort.
- b. Due to the nature of the Internet, afrifiber can only control IP throughput rates from the user network interface of the Equipment to the point of interconnection between the afrifiber Network and the Internet. IP throughput rates may also be reduced by afrifiber in accordance with its fair use policy available at <https://www.afrifiber.com/FUP/>

8. Circuit

afrifiber supplies, configures and tests the Circuit.

- a. If a non-standard installation, re-installation or any move of equipment is required, the Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses that is necessary to install the Circuit. Such costs shall be charged by afrifiber to the Customer.
- b. At any point after installation of a Circuit, afrifiber shall be entitled to replace the Customer's Circuit with any other Circuit provided that:

The replacement of a Circuit does not result in the Customer incurring

- i. any additional charges; and
- ii. The quality of the new Circuit is equal or better than the replaced Circuit.

9. Equipment

- a. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- b. The Customer must provide a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated between 10°C and 35°C .
- c. Installation is only possible if the distance from the termination point of the Circuit and a 220V energy supply to the position the Equipment is not greater than 1 meter.
- d. The location where the equipment is to be located must be freely accessible and should not require ladders and or building support structures (i.e.: scaffolding) to install and or access for maintenance purposes.
- e. The equipment location provided by the customer must be within 50m of the boundry of the property/compound. Equipment locations further than 50m from the boundry will be treated as a non-standard installations.
- f. In the event of failure of the Equipment, afrifiber will repair or replace, at afrifiber's discretion, the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, the Customer must return the original Equipment to afrifiber.
- g. The Customer accept liability for any costs incurred by afrifiber as a result of repair or replacement of Equipment where the Equipment failure was caused by theft, physical damage, the Customer's use, misuse or changes to the Equipment, other than as previously agreed to in writing by afrifiber.
- h. The consequences of an environmental problem (electrical, lightning, earthquake, water damage, etc.) on the access and equipment provided are the responsibility of the client
- i. afrifiber will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with afrifiber.
- j. Ownership and payment of the Equipment vests with the Customer. Equipment is not subject to a rent-to-own contract.

10. IP Addresses

afrifiber will dynamically assign IP addresses from afrifiber allocated blocks obtained from AFRINIC. Any IP address allocated by afrifiber to the Customer remains the property of afrifiber and the Customer will have a non-transferable licence to use such addresses for a limited time.

Static IP addresses are charged additionally as per the Subscriber Agreement

11. Reporting Service

afrifiber may provide usage information in the online customer zone at it's sole discretion. The content of any usage information will only be visible to authorised users or authorise afrifiber employees. Any such Usage information will be for information purposes only and will not be used to calculate any service credits.

12. Accuracy of Customer Information

The Customer will provide afrifiber with accurate and up to date information:

- a) when completing the afrifiber documentation/online application; and
- b) when the Customer contact afrifiber to report a suspected fault and is asked a standard set of structured questions. afrifiber shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

13. Provisioning and commissioning

- a) After the order, Afrifiber checks the actual eligibility of the customer site. In the event of incompatibility of the service situation, the contract will be terminated early without penalty.
The Customer shall not be entitled to claim any damages or compensation claim any compensation if it turns out that the characteristics of its Site do not allow Afrifiber to the Service or to be able to deliver it or to deliver the Service with a different technology as mentioned above.
- b) The standard delivery time for fibre optic access services is 4 calendar weeks. Subject to technical feasibility, and provided that the the route for the internal service complies with compliant with telecom standards. (excluding civil engineering works).
- c) The period runs from the date of notification that the order has been taken into account by Afrifiber.
- d) With the exception of delays attributable to civil engineering works, the owner/manager of the building or an administrative authorisation, the customer may,if the delay in making the service available exceeds twenty (20) working days, cancel the order,free of charge, by registered letter with acknowledgement of receipt, giving ten (10) working day's notice.
- e) In the event that the customer wishes to cancel the order while an administrative request or a request from the owner/manager of the building is in progress of the building , the customer will be liable for the commissioning costs as well as the full monthly instalments agreed in the contract.
- f) If, following an appointment with the customer, Afrifiber or its subcontractors cannot access the site or the on-site contact is not present, Afrifiber shall generate an invoice for unsuccessful installation at the catalogue rate.

- g) This impossibility to intervene will suspend the standard delivery time of the service and a new appointment will be made with the customer.

14. Maintenance

Scheduled maintenance on the afrifiber Network will be performed during standard off peak times Maintenance/change control windows as determined by afrifiber. afrifiber reserves the right to perform emergency maintenance without prior notice, but afrifiber shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

15. Set Up and Configuration/ Installation Fees

- a. Services offered by afrifiber are all subject to a once-off set up and configuration or Installation fee as per the Subscriber Agreement
- b. Should afrifiber offer to conditionally waive or subsidise the fee(s) referred to in clause 15.a above and the Customer terminates the Customer's subscription within twelve (12) months of activating the Circuit, the full installation or setup and configuration fee is payable as part of the termination fee. Termination fees will not be pro-rated.

16. Security

The Customer acknowledges that the logical and physical security measures in relation to the Services is the Customer's sole responsibility afrifiber will not be held liable for any losses arising out of security breaches of the Customer's Services

17. Disclaimer

afrifiber will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks

18. Authorisations and insurance

The customer is responsible for obtaining all authorisations, insurance and commitments necessary for the installation, operation and maintenance of the Access Service on its premises. The Customer shall indemnify Afrifiber against any claims by third parties in connection with the provision of the Access Service.

In the event that Afrifiber is held liable in connection with the performance of the agreement, Afrifiber's liability shall not exceed ten thousand US dollars (10,000) for any series of damages resulting from the same events during a period of 12 months. Afrifiber shall not be liable for any legal proceedings against the customer as a result of the use and/or consultation of the service by Afrifiber.

19. Internal service routing

The supporting infrastructure (cable trays, technical ducts, trunking, etc.) must be available and comply with Telecom engineering standards.

If, during installation, the infrastructure proves to be unsuitable or does not comply with the technical requirements, it must be upgraded by the customer to make it compliant.

The Customer undertakes to carry out the work requested within a maximum of fifteen (15) calendar days following the request. If this period is exceeded, Afrifiber shall start invoicing the monthly instalments.

The same applies to any other delay attributable to the Customer (request for authorisation etc.).

20. Promotional Pricing

- a. Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of afrifiber.
- b. Promotional pricing is subject to availability from afrifiber and may be withdrawn at any time without notice.

21. Relocation

- a. The element of the Service that is comprised of the provision of the Circuit by afrifiber is provided to the specific address set out in the Subscriber Agreement. Accordingly, the provision of the Circuit is not transferrable to another premises.
- b. The Customer's relocation necessitates a cancellation of the existing Service and application for a new service at the new location.
- c. Notwithstanding that the cancellation is necessitated by relocation, afrifiber will recover such costs associated with such cancellation as set out herein from the Customer.
- d. All requests for the Service at new premises shall be subject to a feasibility study to determine whether afrifiber has adequate network infrastructure in order to provide the Service at the new location.

22. Payment Methods

- a. afrifiber services are offered on a Pre-Paid basis
- b. When the service becomes available, vouchers with a unique activation code can be purchased in a physical or electronic format from distribution channels that may be amended from time to time.
- c. These vouchers will be available in different time-based service access denominations. E.g. Daily, weekly and monthly options.

- d. Additional voucher options for enhanced value added services may be made available from time to time as promotional offers as contemplated by afrifiber
- e. Vouchers will be valid for the term specified on each voucher as per the service catalogue
- f. The service will start working from the moment of activation of a voucher on the afrifiber network for the amount of days specified thereon calculated from the activation day, or part thereof up to 24:00 on the final day.
- g. Vouchers cannot be redeemed for cash.
- h. Unused Voucher periods cannot be refunded once activated.

23. Duration and termination of the Access Service

The access service takes effect from the date that it has been accepted by the customer, for the initial and firm duration indicated in the contract. At the end of this initial term the contract will be tacitly renewed for periods as agreed with the customer.

Either party may terminate the contract at each tacit renewal by registered letter with acknowledgement of receipt one (1) calendar months before the new expiry date.

The termination of the contract does not entail the termination of the current access services which are honoured until their term, subject to full payment and notwithstanding any clause to the contrary.

In the event of termination of the contract before the access service is made available, the customer will be liable for the full amount of the monthly instalments agreed in the contract, as well as the costs of commissioning.

Afrifiber may terminate the contract without delay in the event of:

- Violation, by the customer, of one or more of the Contractual documents
- Total or partial non-payment by the Customer of an invoice on its due date or of late payment penalties due
- Violation, by the client, of the security rules of the technical areas

Any termination must be notified to the other party by registered letter with acknowledgement of receipt.

The Customer agrees to compensate Afrifiber for all damages suffered and resulting from the termination of the Agreement due to the Customer's failure to comply with its contractual obligations and to pay Afrifiber all sums due until the end of the initial contractual period.

24. Prices and billing

- a) Activation fees, migrations and modifications are due on the date of signing the contract, the subscription for the access and its options are payable in advance. Invoicing is in advance in consideration of the term indicated on the subscription contract.
- b) The price of the services is stipulated in the proposal, contract and in the price catalogue.
- c) Invoices will be sent electronically (by email) to the various contacts registered with the "Invoicing" accreditation level.
- d) Any dispute relating to an invoice must be sent by the Customer to Afrifiber via email within a maximum period of 10 calendar days from the date of the invoice. This request shall specify the scope, nature and reasons for the dispute, mention the precise references of the dispute and provide all supporting documents. In the event that the dispute is accepted by Afrifiber, Afrifiber will issue a credit note on the next next invoice.
- e) Complaints received after 10 calendar days from receipt of the invoice, failing which the complaint shall not be valid and the invoice shall be deemed to have been accepted by the Customer. Notwithstanding any complaint, the customer undertakes, in any event, to pay the entirety of the corresponding invoice.
- f) Afrifiber undertakes to respond to the dispute within 48 working hours.
- g) In the event of non-payment of any due date, the customer shall receive an e-mail of formal notice.
- h) If the customer does not respond within (5) working days, Afrifiber reserves the right to interrupt the services until full payment of the sums due without further prior notice.
- i) In addition, penalties for late payment are calculated on the amount of the sums due, excluding VAT.
- j) Under no circumstances shall the Customer be entitled to claim any compensation from Afrifiber due to the interruption of its services following a payment incident.
- k) Afrifiber may claim financial compensation from the for administrative procedures related to a contractual fault of the customer. The tariffs are exclusive of all taxes, duties and fees of any kind, direct or direct or indirect, present or future, which may be due on the price of any which may be due on the price of any order.
- l) VAT will be invoiced in addition at the rate in force on the date of invoicing.
- m) Any change in the legislation applicable to operators or to the related reference service contracts that result in the customer having to bear other taxes, duties or taxes, duties or fees other than or in excess of those existing at the date of signature of the Contract, shall result in a corresponding adjustment of the rates defined in these conditions.
- n) The Customer shall pay all taxes, duties, levies and professional fees of any kind whatsoever (including business tax) and any additional taxes that may be applicable in the future to the Customer's activities and the use of a telecommunications network.
- o) After termination of the contract, and only if the Customer has paid the full amount due, the security deposit, if applicable, will be returned at the end of the contract.

25. Changes/relocation of the access service

- a) At the Customer's request, changes in speed and offers can be made by Afrifiber during the course of the Contract, subject to technical and commercial conditions.
- b) This modification is subject to an amendment to the contract and a renewal of the contract. Afrifiber does not guarantee the continuity of the Access Service during the modification process.
- c) These changes only take place from Sunday to Thursday (excluding public holidays) from 8.30 am to 5 pm.
- d) For commercial and/or technical reasons, Afrifiber may modify the characteristics of its Access Service and/or these Terms and Conditions. In this case, Afrifiber shall notify the customer with a notice period of one (1) month.
- e) The customer may refuse such a modification by registered letter with advice of receipt within eight (7) days following receipt of the notification of modification.
- f) Each party may then terminate the accesses concerned without penalty with one month's notice, if they are affected by affected by the said modifications.
- g) Failing this, the customer is deemed to have accepted the changes communicated, which will apply to current and future orders.

26. Support and assistance: Procedure and principle

Afrifiber support is available from Sunday to Thursday (excluding public holidays) from 8.30am to 5pm. The person wishing to access Afrifiber support must be registered in the list of authorised contacts with the necessary level of accreditation for their request. Afrifiber will not provide any support or information to anyone who is not authorised, either in writing or by phone.

27. Service interruption from Sunday to Thursday from 8.30 am to 5 pm

- a) Before any incident is reported, the customer must ensure that the malfunction is not on his equipment or equipment that is not Afrifiber's responsibility, and/or the internal service.
- b) If these checks have not been made, Afrifiber support cannot take any action.
- c) If, on the other hand, everything has been checked, the customer must contact Afrifiber's customer service department where an agent will take the call and
 - a. identify the customer and check that the person is present in the contact list
 - b. identify the service and support level subscribed to, as well as the affected site
 - c. carry out a series of tests with the caller (checking synchronisation, restarting the modem, etc.)
- d) If the diagnosis shows a malfunction in the service, Afrifiber Customer Service will open an incident ticket which will be processed by level 2 support for immediate action.
- e) Afrifiber endeavours to maintain a Recovery Time (RT) in less than eight (8) Business Hours (Sunday to Thursday from 8:30am to 5pm, excluding public holidays).
- f) The ticket number shall be retained and passed on for each call or correspondence with Afrifiber for conclusion of the incident in question.
- g) Outside of these times, restoration is deferred to the next working day, before 12 noon.
- h) In order to deal with the interruption in the best conditions, it is necessary for the customer to provide all the necessary information such as: how long the problem has been present, was there an event just before the breakdown (power cut, storm, intervention of a third party technician in the premises or in the common areas, etc.).
- i) In the event that Afrifiber's technical service asks the customer to carry out further tests, the outage time will be frozen until the customer returns.
- j) If Afrifiber technicians or its subcontractors do not have access to the site and/or the equipment, the downtime will also be frozen.
- k) In the event that the equipment provided (modem/router) is out of order, e.g. due to an electrical problem, the RT does not apply.
- l) Afrifiber commits itself to replace faulty equipment by carrier within 48 working hours if the equipment is within its warranty period.

28. Total outage outside working hours - 24 hour contract only

Outside working hours, the on-call service is accessible on the emergency call-out number.

It is exclusively reserved for customers who have taken out a 24-hour SLA contract for the affected service and who are in a total outage.

It cannot be used for technical, administrative, information or service modification questions.

Before contacting the number, it is imperative to follow the same procedure as for total outages during working hours (check your installation, etc.).

In the event that the on-site and/or central office intervention concludes that Afrifiber was not responsible, an invoice will be generated for wrongful intervention in accordance with the catalogue tariff.

If a customer does not have a 24-hour SLA contract and still contacts support outside working hours, an invoice will be generated at the catalogue rate and an incident file will be opened and processed during working hours.

29. Service degradation

Incidents of service degradation are only taken into account from Monday to Friday from 8.30am to 5pm (excluding public holidays).

Before reporting a service degradation, the customer must ensure that the malfunction is not located on his equipment or on equipment that is not the responsibility of Afrifiber and/or the internal service.

The customer must contact Afrifiber's customer service department, where an agent will take the call and :

- identify the customer and check that the person is present in the contact list
- identify the service and support level subscribed to and the affected site
- carry out a series of tests with the caller (check synchronisation, restart the modem etc.)

If the diagnosis shows a degradation of the service, Afrifiber Customer Service will open an incident ticket which will be processed by level 2 support, which will endeavour to resolve the service degradation within the RT time of 8 hours.

The ticket number should be retained and passed on for each call or correspondence with Afrifiber services, in order to immediately trace the file.

In order to deal with the incident in the best possible way, it is necessary that the customer provides all the necessary information such as: how long the problem has been present, was there an event just before the damage occurred.

In case the on-site and/or central intervention concludes that Afrifiber was not responsible, an invoice will be generated for wrongful intervention according to the catalogue rate. intervention in accordance with the catalogue tariff.

30. Closure of the incident

The closure of an incident ticket is notified by the ticket and by e-mail, or even by telephone with the cause of the malfunction. The customer has 24 hours to contest the resolution of the incident. As soon as this is received, the resolution will be restarted without opening another ticket.

After the 24-hour period and in the absence of a dispute, the closure will be tacitly accepted.

31. Escalation procedure in case of exceeding the RT or delay in response

In the event that a total service outage exceeds the contractual recovery time, the customer may request an escalation, if this has not yet been done.

The Afrifiber customer service manager will take charge of the ticket in order to speed up the actions with the various parties involved.

32. Technical questions and requests

As part of the service subscription, the customer is provided with high quality level 1 technical support on all services that Afrifiber provides.

If the documents and online help do not answer the customer's questions, the customer can make a technical support request via the Afrifiber customer area by describing its request in detail.

This technical request (called a ticket) will be given a unique identification number for follow-up.

This ticket will be processed by the Afrifiber technical service within one day or within 24 hours, during working hours.

NOTE: A ticket corresponds to a single problem. If the customer has multiple questions, he/she must open them must open them separately. No ticket with multiple different requests or concerning several services cannot be processed.

33. Administrative requests

For any administrative request (change of account info, information request, invoice request etc.), the customer must notify Afrifiber via email or in the customer area on the website and describe his request, an answer will be given within 48 hours.

34. Force majeure

Neither of the two parties shall be held responsible towards the other for the non-performance or delays in the performance of an obligation under this contract which would be due to the fact of the other party following the occurrence of a case of force majeure, including but not limited too

- strikes or labour disputes in the premises of one of the parties
- fires, floods or other natural disasters
- interruptions in the means of telecommunication
- regulatory or legal reforms applicable to the contractual documents
- power outages due to a fault of the incumbent company

The case of force majeure suspends the obligations arising from this contract for the entire duration of its existence. However, if the case of force majeure lasts for more than forty-five (45) working days, it shall give rise to the right to terminate the present contract by either party as of right by either party, eight (8) working days after sending a registered letter with acknowledgement of receipt, notifying this decision.

Support packages will be charged even if the problem has been solved without the help of technical support or if the resolution is not within the competence of Afrifiber, but of a third party.

35. Confidentiality and competence clause

Both parties shall treat all information obtained in the course of the execution of the subscriber agreement as confidential during the term of the agreement and without any time limit after its expiry.

The contractual documents shall be governed by Djibouti law.

All disputes arising out of or in connection with this Contract shall be submitted to the competent courts of Djibouti, including in the event of summary proceedings or multiple defendants.

In the event that the service provider's liability is upheld, the client may only claim the indemnities described in this document.

The client may not claim compensation or damages for direct or indirect losses such as loss of customers, loss of turnover, loss of income, loss of revenue, loss of profits or competitiveness.

Afrifiber's liability is expressly limited to the indemnities provided for in the present contract.

36. General Data Protection Regulation

Afrifiber is committed to the protection and confidentiality of the data entrusted to it. No customer data is used for advertising purposes, nor sold to third parties. Afrifiber collects the minimum data necessary for the proper functioning of its services.

Where personal data is stored by Afrifiber, Afrifiber uses computer systems with limited access installed in premises using physical security measures. The data that the customer entrusts to Afrifiber is mostly stored in an encrypted format, even when Afrifiber uses third party storage.

37. Internet network

The Customer undertakes to respect the rules in force on the Internet, commonly known as "Netiquette".

Given the nature of the Internet network and its operation, the Customer fully acknowledges that Afrifiber cannot be held liable for, in particular

Virus contamination of the Customer's hosted data and/or software, the protection of which is the responsibility of the Customer.

Malicious intrusions by third parties on its local network.

Possible misappropriation by third parties of passwords, confidential codes and, more generally, any information of a sensitive nature for the Customer.

Any maintenance or service interruption on networks other than the Afrifiber network.

In order to ensure an equal quality of service to all its Clients, and in compliance with the Djibouti legal provisions in force, the Client will refuse to host the following content (without being limited to it):

- Services for sending mass e-mails without prior authorisation (SPAM)
- Services for the transmission of content protected by copyright without the authorisation of the parties concerned.

Afrifiber reserves the right to suspend without notice the Customer's service(s), if the service(s) technically compromise the Afrifiber network in particular :

- Network attacks
- Denial of Service attacks

The Customer undertakes to ensure that its equipment, users servers do not interrupt, interfere with or disrupt the services carried via the Internet Network or undermine the confidentiality of communications transmitted via the said network, nor cause any prejudice to third parties.

38. Miscellaneous

Afrifiber reserves the right to assign, transfer or to a third party, in any form whatsoever, the rights and obligations arising from this contract.

The Customer undertakes to inform Afrifiber immediately of any change concerning his situation: change of address, telephone number or bank details.