

TERMS AND CONDITIONS FOR DUMATEL INTERNET AT HOME (FIBRE TO THE HOME) SERVICE

The following terms and conditions apply to the FTTH Dumatel Internet at Home ("the Service") and by activating this service you will be deemed to have read, understood and accepted the same:-

1. Service

- a) This service enables subscribers to access Internet at home through Fibre provided by Dumatel.
- b) The Internet will be available to the customer within his/her premises/house (Customer Site).

2. Eligibility

This Service is open to all customers in the selected areas (Internet Zones), initially Allsops Estate, that have the Dumatel fibre infrastructure ready and who apply to have their homes connected to the Dumatel fibre.

3. Launch of Service

The Service will run from 0000 hrs. 5th April, 2021 ("Service Launch Date").

4. How to Access and Use the Service

- a) You must be living within any of the Internet Zones;
- b) Fill and hand in the Internet at home Application Form which will be provided by Dumatel representatives on the ground or contact us through our call centre (0717 888222 / 0717 777222);
- c) We will contact you immediately we receive your completed Internet at Home Form with a Dumatel Account number. At this point, you can pay for the Service. in the following ways:
 - (i) Safaricom Paybill Option: Business Number – 4042313 and account number provided on text message from Dumatel.
- d) Once you make payment, we will connect you to the Service within 72 hours, subject to you granting our representatives access to your home. As part of the installation process, we will provide you with a Wi-Fi router that will enable you to access the Wi-Fi Network within your home. We will set up the Wi-Fi network and configure your username and password which you require to access the Service.
- e) Should you require any support once the Service is deployed, please call Dumatel Call Centre on lines 0717 888222 or visit our on-ground technical support team for any technical assistance you require. Dumatel will only handle Service-related issues and not device or private LAN. Should you have a problem with your Customer Equipment, device, PC and other private LAN, you will need to contact your private technical engineer for assistance.
- f) Once deployed, you access the Service is using the password provided. You must exercise all due care and diligence in order to ensure the secrecy and confidentiality of the access passwords at all times. You shall not disclose your access passwords to any third party or aid access to the Services to third parties outside your home or control, save with the express written permission of Dumatel.
- g) You shall not use and shall ensure that no other person using your access to the Services uses the Services:
 - (i) for resale or redistribution to any other person or entity; or
 - (ii) for storing, reproducing, transmitting, communicating or receiving any Offending Material; or
 - (iii) for fraud or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
 - (iv) to cause annoyance, inconvenience or needless anxiety to any person; or
 - (v) contrary to any other instructions that may be communicated to you by Dumatel from time to time.

5. Charges

(a) You can choose from any of the following packages:

| Package | Bandwidth and attribute | Price (Per Month) |
|---------|----------------------------|-------------------|
| Konnect | 5Mbps with 1:4 contention | Ksh 1,999 |
| Speedi | 10Mbps with 1:4 contention | Kshs 3,499 |
| Pepea | 15Mbps dedicated | Kshs 4,599 |

(b) Payment for the Service is every thirty (30) days in advance. If you do not pay on time, the service will be suspended and only reactivated once you make your monthly payment.

6. Consent

- a) By signing up for the Service, you grant Dumatel and/or its subcontractors permission to make alterations Dumatel considers appropriate which may include without limitation drilling of a hole on the exterior walls for cable to enter the building, install a wall mount-Router for use with the Fiber Optic Cable and other related equipment.
- b) By applying for the Service, you hereby consent that your personal data and banking information will be obtained and used to process, manage and administer your account or be used by us for purposes incidental to our business.
- c) We will reserve the right to disclose information relating to your personal data, banking and Wi-Fi account to any of our subsidiaries, associated companies or partners.
- d) We may hold and use information provided by you or obtained from our suppliers and marketing organisations for a number of purposes, which may include:
 - (i) carrying out any activity in connection with a legal, governmental or regulatory requirement affecting us, in connection with legal proceedings or in respect of prevention, detection or prosecution of any crime or fraud.
 - (ii) monitoring or recording of access to data services for our business purposes such as quality control and training; prevention of unauthorised use of our telecommunications system; and ensuring effective systems operation; and in order to prevent or detect crime.
 - (iii) For reasonable commercial purposes connected to your use of the services, such as marketing and research related activities.
 - (iv) For use by our lawyers in connection with any legal proceedings.
- e) We may be required by law or industry or business practice to provide other telecommunications operators with your information for various justifiable reasons such as, but not restricted to, where any Equipment is reported lost or stolen, to request them to bar access to their systems and assist in recovery, where possible.
- f) We may also provide details of name and transactions using our Network to a credit reference bureau, or other agency, for circulation to other credit grantors who may use the information to determine your credit ratings.
- g) We will send to you advertising messages in respect of our services or products and those of other third parties from time to time and where possible, we will give you an opportunity to opt out of the service.

7. Equipment and Care

- (a) For purposes of accessing the Service, Dumatel provides you with Customer Premise Equipment (Fibre Cables, faceplate, routers) to assure compatibility of its Network and Services. You must not in any way interfere with, alter or modify the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorised Dumatel representative) to do so.
- (b) Dumatel may provide you with Customer Premise Equipment of varying capability based on the initial Services you selected in the Application Form.
- (c) You acknowledge and agree that the Customer Premise Equipment shall at all times

belong to and remain the property of Dumatel throughout the duration of this Agreement and that upon termination of this Agreement Dumatel shall recover from your premises all of the said Customer Premises Equipment.

- (d) You agree to be fully responsible for good care of the Customer Premise Equipment during the term of this Agreement and to immediately notify Dumatel of any damage or loss to the same. You also agree to cooperate in the removal and recovery of the equipment by an authorized Dumatel agent/representative upon the termination of this Agreement, including allowing Dumatel access, without delay, to the Customer Site to uninstall and recover the equipment.
- (e) You are responsible for the care and safety of the Customer Premises Equipment and you must not add to, modify, reverse engineer, decompile or in any way interfere with the Customer Premises Equipment or any embedded software supplied as part of the Customer Premises Equipment nor allow anyone (other than an authorized Dumatel representative) to do so.
- (f) Any Customer Equipment connected to the Customer Premises Equipment or otherwise used to access the Services must be technically compatible with the Customer Premises Equipment and the Services and shall be connected and used in accordance with such reasonable instructions, safety and security procedures as may be advised by Dumatel at the time of installation.
- (g) Save where title to the Customer Premises Equipment has passed to the Customer following the payment to Dumatel by the Customer of any monies payable for the purchase of the Customer Premises Equipment, the Customer shall be liable to Dumatel for any loss of or damage to the Customer Premises Equipment, except where such loss or damage is due to fair wear and tear or is caused by Dumatel, or anyone acting on Dumatel's instructions.
- h) Dumatel accepts no liability for any loss suffered by you or any third party as a result of the misuse of the Customer Premises Equipment or for any accidental damage..
- i) Without prejudice, Dumatel shall only be responsible for the replacement of the Equipment in the case of manufacturer's defects covered by Warranty. Dumatel shall use reasonable endeavours to extend to you the benefit of any warranty as may be provided to Dumatel (subject to any limitations and restrictions thereon) by the manufacturers of such Equipment, provided that any expense reasonably incurred by Dumatel in extending such benefit shall be levied to your account and be payable by you.
- j) The Customer shall immediately notify Dumatel of any fault, damage, loss, or theft of any Customer Premise Equipment and shall be responsible for its replacement costs at the prevailing retail costs of the equipment. Such replaced Customer Premise Equipment shall remain the property of Dumatel.
- k) Save for the above, all conditions or warranties in relation to any Dumatel Equipment including the Customer Premise Equipment are excluded to the fullest extent provided by law including but not limited to any warranties and conditions expressed or implied by statute. Any warranty in relation to the Customer Premise Equipment will be deemed null and void should any damage or failure be as a result of failure to protect the Equipment by use of appropriate uninterruptible power supply or power surge systems, or as a result of any misuse of or tampering or interference with any Dumatel Equipment.
- l) You shall give possession to Dumatel or its authorized agents any Dumatel Equipment that you believe to be damaged, faulty or defective, together with all Equipment documentation that was supplied to you by Dumatel, within ten (10) business days of finding the fault or defect. For the purpose of this clause business day means Monday to Friday between the hours of 0900 and 1700, excluding public holidays. Dumatel shall then expeditiously provide you with the available options to restore the Services; including replacing the defective equipment at your cost.
- m) If the Services are terminated for whatever reason, you shall immediately notify Dumatel and initiate access to your premises for Dumatel/Dumatel's authorised agents for the purpose of uninstalling and recovery of the Customer Premise Equipment and any other

Dumatel Equipment.

8. How to Upgrade Your Service

- a) You may upgrade your service by making an application through the call center 0717888222 or any other manner as we may advise from time to time.

9. Suspension or Variation of the Service

Dumatel may in its sole discretion suspend or vary the Services without liability to compensate you for any period during which:

- a) Dumatel is required or requested to comply with an order or instruction of or on recommendation from the Government, court, regulator or other competent authority; you have not paid the Charges by the due.
- b) such a suspension or variation is necessary to facilitate modifications to, or allow for planned maintenance of the Network provided that we give you reasonable notice of such suspension, termination or variation;
- c) Dumatel reasonably suspects or believes that you are in breach of the terms and conditions of this Agreement or any other terms and conditions referred to herein

10. Termination and Inability to Perform

9.1 This Agreement may be terminated if:

- a) We have reason to believe that the Service is being used in an unauthorised or illegal way or for criminal activities or we have been instructed to cease providing the Service by any licensing, law enforcement or regulatory authority;
- b) You write to us notifying us of your decision to terminate this Agreement ;
- c) Either party commits any material breach of any of the provisions of this Agreement and such breach is not rectified within thirty (30) days from receipt of a written notice giving particulars of the breach;
- d) either Party becomes bankrupt, or makes any arrangement with a creditor to go into liquidation or become subject to an administration order or a receiver is appointed over its assets;
- e) the Service is no longer available to you upon expiry of this Agreement or loss, damage of the Customer Premise Equipment;
- f) Your Equipment is found to emit signals, which may interfere with the quality of the Service;
- g) We do not receive your full payment by the due date;
- h) there exists a dispute as to payment;

9.2 Consequences of Termination

- a) Termination shall not affect any subsisting rights either Party may have against the other Party at the time of termination.
- b) Where you terminate this Agreement before the expiry of the initial term then you will be required to pay all outstanding charges..
- c) Where you terminate this Agreement after the expiry of the initial term without giving one (1) month's written notice, then you will be required to pay all outstanding charges.
- d) You will immediately grant Dumatel its representatives or agents access to your premises to uninstall and recover the Customer Premises Equipment and any other equipment belonging to Dumatel.

9.3 Inability to Perform

The obligation of each Party under this Agreement shall be suspended during the period to the extent that such Party is prevented or hindered from complying therewith by any cause beyond its reasonable control including but not limited to acts of God, war, civil commotion, industrial dispute, inability to secure materials, act or omission of carriers or suppliers, destruction of or technical challenges with the fibre or Customer Premises Equipment beyond our control or regulatory intervention. If such delay or failure continues for at least thirty (30) days then either Party may terminate this Agreement, upon expiry of the thirty (30) days, by notice in writing to the other. Upon such termination all amounts due to Dumatel from you shall immediately become due and payable.

11. Applicable Law

This Agreement shall be interpreted, governed and construed in accordance with the laws of the Republic of Kenya.

12. Extension of Terms

- a. Save as modified above, these Terms and Conditions are supplemental to and subject to the published Dumatel FTTb, Wireless or Solutions Service Terms and Conditions and terms of use for any other Dumatel service that you may be enjoying.
 - b. Dumatel reserves the right to amend or vary these terms and conditions or to withdraw the Service at any time. In any of these events, notice will be given via media advertisements (including at Dumatel's discretion on the Dumatel website www.dumatel.com) and will be effective immediately or as at the date referred in such notifications.
 - c. Terms and Conditions available on www.dumatel.com
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