

# **RefrMe Home Broadband Fixed-LTE Terms and Conditions**

## **The RefrMe Fixed-LTE Terms and Conditions**

**A.**

**The following Terms and Conditions contain assumptions of risk and/or liability by the Customer; and limits and excludes liabilities, obligations and legal responsibilities which RefrMe FTTX Proprietary Limited (referred to as “RefrMe”) will have towards Customers and other persons.**

**B.**

**These Terms and Conditions also limit and exclude Customers rights and remedies against RefrMe and place various risks, liabilities, obligations and legal responsibilities on Customers.**

**C.**

**These Terms and Conditions may result in Customers being responsible for paying additional costs and amounts and RefrMe may also have claims and other rights against Customers.**

**D.**

**To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (“the CPA”), no provision of these Terms and Conditions is intended to contravene the applicable provisions of the CPA. Therefore, all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.**

**E.**

**The Customer must read these Terms and Conditions. Utilization of the RefrMe**

**Fixed-LTE Services (RefrMe F-LTE) will constitute as agreement to comply with these Terms and Conditions.**

**1. Introduction**

1. The RefrMe F-LTE service is a residential fixed broadband service utilising LTE spectrum on MTN South Africa's mobile network to deliver fast internet connectivity to the home.
2. RefrMe F-LTE is a fixed broadband service that will be offered as a stand-alone product to RefrMe Customers who reside within MTN Fixed-LTE coverage areas.
3. The RefrMe F-LTE service will only be available on LTE technology, it will not fall back to 3G or 2G technology.
4. RefrMe F-LTE service will only provide a public dynamic IP address, and no fixed IP address VAS is allowed.
5. RefrMe F-LTE service does not support traditional mobile voice, SMS and USSD services.
6. The RefrMe F-LTE service makes use of a RefrMe private APN (ws.RefrMe.fwa) which the Customer may need to manually configure on to the router.
7. RefrMe can only provide F-LTE services in an area where there is MTN SA Fixed LTE coverage.
8. The provision of the RefrMe F-LTE service is subject to the verification of the coverage after the order has been placed with RefrMe.
9. In addition to these Terms and Conditions, the use of RefrMe F-LTE is subject to the following:
  1. RefrMe General Terms and Conditions

2. RefrMe Privacy Policy
3. RefrMe Acceptable Use Policy;
4. Terms and Conditions applicable to a specific promotion.
5. The abovementioned terms and conditions, and policies are available and accessible on [www.refrme.app/Pages/Termsandconditions.aspx](http://www.refrme.app/Pages/Termsandconditions.aspx).

10. This RefrMe F-LTE offer will be available from the 13th of December 2019 and until RefrMe in its sole and absolute discretion elects to discontinue the service.

## **2. What the Price Plan entails**

1. The RefrMe F-LTE service is offered as a capped data product, and RefrMe will not allow any Out-Of-Bundle data usage or charging.
2. The RefrMe F-LTE price plans will receive both Anytime Data and Night Express Data (same volume for both). The Night Express Data is available for use between 00:00 – 05:59 only.
3. The standard inclusive (Anytime and Night Express Data) that remains unused at the end of a billing cycle will carry over once. The Customer will not be allowed to exceed more than 2 times the inclusive value at the beginning of a bill cycle.
4. The unused Top-Up value purchased from self-service channels – will carry over once.
5. The RefrMe F-LTE data with the earliest expiry will deplete first, in the following sequence:
  1. Night Express Data (only between 00:00 and 05:59)
  2. Unused Top-up data
  3. Monthly any-time data rolled over from the previous month
  4. Monthly any-time data allocated for that month

6. RefrMe F-LTE inclusive value and Top-Up value can only be transferred between RefrMe F-LTE accounts/users.

### **3. Placing of Orders**

1. The Customer must comply with the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 ("RICA") prior to a RefrMe F-LTE Account being activated.
2. As per RICA, a Customer must provide proof of full names, surname, Identity Document number and residential address to a RICA officer when purchasing a SIM card.
3. RefrMe will allow the service to be activated when there is compliance with RICA. Service Activation may take between 2 (two) and 24 (twenty-four) hours after RefrMe has received the RICA documents from the RICA officer.
4. SIM cards will be locked to a RefrMe approved range of devices. If other devices are used, those devices will not be recognised by or register on the RefrMe F-LTE network.
5. SIM cards will be locked to the location for which the application was placed and will not register to the RefrMe F-LTE network if used in a different location.
6. The activation of the service will be considered acceptance of all the terms and conditions applicable to the service.

### **4. Service Activation**

1. The Customer must comply with the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002

(“RICA”)

prior to a RefrMe F-LTE Account being activated.

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6. The activation of the service will be considered acceptance of all the terms and conditions applicable to the service.

#### **5. Contract Commencement and Duration**

1. The RefrMe F-LTE contract commences on the date of activation.
2. The RefrMe F-LTE SIM-only contract will remain in force on a month to month basis until terminated by either party.
3. Customers who sign up for RefrMe F-LTE have the right to a cooling off period of five (5) days from the day of service activation.
4. During this period, the consumer may cancel the RefrMe F-LTE contract (for whatever reason) without penalty, subject to returning all hardware

received as part

of the agreement and the payment of SIM, delivery and activation cost.

## **6. Installation, Equipment and Connectivity**

1. The Customer will be provided an approved RefrMe router on a free-to-use basis  
with each RefrMe F-LTE package.
2. The delivery and SIM card will be provided free of charge.
3. The risk of loss, damage or theft of the router will transfer to the Customer upon  
delivery of the equipment.
4. Customers will be liable to pay RefrMe the replacement value of the router at  
the time, in the event of loss or theft, thereof.
5. In the event of theft or loss of a router and/or SIM card, the Customer has a  
statutory obligation to report such loss or theft to the South African Police  
Services immediately, and to request RefrMe to suspend such SIM Card.
6. RefrMe will only make use of equipment and hardware that has been approved by  
the Independent Communications Authority of South Africa (ICASA) and network  
approved by MTN SA to provide its F-LTE services.
7. Equipment supplied by RefrMe carries a warranty for defects for a period of 12  
(twelve) months.
8. The warranty only applies to manufacturer defects and not user-induced and/or  
negligent damage; or damage caused by liquid or moisture intrusion.
9. If equipment supplied by RefrMe becomes defective:
  1. the Customer must return the equipment to RefrMe.
  2. RefrMe will have the equipment repaired or replaced.
10. RefrMe reserves the right to replace equipment with refurbished equipment.

11. Faulty SIM cards will be replaced at no charge within the first 12 (twelve) months.
12. RefrMe will not perform any SIM-swaps
13. The Customer will be liable for repair or replacement cost to faulty equipment if the damage to the equipment is user-induced.
14. Fair Usage: RefrMe reserves the right to stop or alter the Uncapped package service when it reaches 1TB of usage within a period of 1 billing month. A customer may top up via the RefrMe Customer Portal in this event.

## **7. Billing and Payment**

1. Subject to the conditions in 4 above being met, billing of the RefrMe F-LTE account will be triggered once the SIM card has been activated.
2. RefrMe will bill the Customer for monthly subscription charges in advance from the time the service has been activated.
3. Where a RefrMe F-LTE Account is activated before the start of the next billing cycle, the Customer will be not liable for pro-rated subscription charges, but will be allocated a pro-rated volume of data.
4. The Customer will be billed in advance for any additional hardware and services, including Top-Up data purchases.
5. The Customer must pay amounts due into RefrMe's bank account within 2 (two) business days of the invoice date.
6. If a Customer pays by debit order or other electronic means, his bank or third party is his agent. The Customer carries the risk of payment until RefrMe receives payment into their account.
7. RefrMe reserves the right to charge a debit order return fee of R15,50 (excluding VAT) for each unsuccessful debit order transactions.

8. Where 2 consecutive debit orders are unsuccessful, RefrMe reserves the right to automatically change the payment method to cash and effectively terminate the debit order mandate.

#### **8. Suspension Rules**

1. RefrMe reserves the right to suspend billing and provisioning of recurring data balances, with notice to the Customer, if RefrMe has not received payment in full.
2. Where a Customer's has been suspended, he will not have access to the internet unless there is a carry-over of data which has not expired.
3. A suspended RefrMe F-LTE Account may be reactivated subject to payment of the full outstanding amounts due.

#### **9. Migration Rules**

- li>Customers will not be allowed to migrate from a RefrMe F-LTE price plan to any MTN tariff plan and vice-versa.
1. RefrMe F-LTE Customers may migrate to other RefrMe services like Fibre to the Home subject to the applicable FTTH price plan terms and conditions including the availability of a fibre network coverage in the applicable area.
  2. Data caps are non-transferable between carrier technologies, and customers who migrate between capped and uncapped FTTH price plans and RefrMe F-LTE price plans will forfeit all available data for the price plan migrated from.
  3. Customers will be allowed to migrate from legacy RefrMe F-LTE packages to this new RefrMe F-LTE offer subject to the cancellation clauses applicable those legacy



RefrMe F-LTE packages, and will forfeit any unexpired data on those packages when

migrating to this new RefrMe F-LTE offer.

4. Customers who signed up for legacy RefrMe F-LTE packages with 24-month router contracts, will be allowed to upgrade to these packages and the router agreement will be converted to “free-to-use”. The customer will forfeit any monthly contributions to ownership of the router prior to this migration.

#### **10. Upgrade and Downgrade Rules**

1. RefrMe F-LTE packages will not incur penalties or charges for upgrades or downgrades.
2. The Customer will need to notify RefrMe in writing of upgrade or downgrade requests by the 20<sup>th</sup> of the month for the change to become effective from the following billing period, subject to changes in base subscription costs.
3. The subscriber shall retain any applicable carry-over data accumulation when upgrading or downgrading.

#### **11. Relocation Rules**

1. If a Customer changes their physical location from an area with F-LTE coverage to another with F-LTE coverage, RefrMe will require an update of location in the register used for location locking on the network. Customers will be required to notify RefrMe of the intention to move 30-days before moving, and RefrMe will only allow the Customer to move a maximum of 4 (four) times in a one-year cycle.
2. Where a Customers changes locations to an area that does not have F-LTE coverage, he/she must cancel the contract. Cancellations are subject to cancellation

charges for

Customers on a 24-month contract.

## **12. Cancellation Rules**

1. The Customer may cancel RefrMe F-LTE at any time by giving RefrMe notice of one calendar month.
2. The notice must be communicated via e-mail to [cancellations@RefrMe.app](mailto:cancellations@RefrMe.app).
3. Customers who cancel a RefrMe F-LTE service agreement will be liable to return the router to RefrMe at their cost upon cancellation, in a reasonable and working condition, or be charged the replacement value of the router at time of cancellation.
4. Cancellation within the first six (6) months of initial activation of a RefrMe service agreement, will incur an additional charge of R600 (incl. VAT) which is amortised over the said six (6) month term.

## **13. Transfer and Change of Ownership**

1. The RefrMe F-LTE Price Plan is not transferable

## **14. Service: Interruptions and Support**

1. Due to the nature of the mobile network, RefrMe makes no guarantees on service quality and availability.
2. RefrMe will not be held responsible for a service being interrupted and/or failing due to an interruption in the network or any other reason.
3. The Customer is ultimately responsible for his/her use of the RefrMe F-LTE service from the activation of the services. Therefore, RefrMe, will not be held liable for any loss or damage that results from the use of the services.
4. RefrMe reserves the right, in its sole and absolute discretion, to terminate or

suspend the Customers services or access to the network services where RefrMe suspects abuse of its network, RefrMe F-LTE, any of its services, fraud, criminal activity or where the Customer's participation is placing an unreasonable constraint on the MTN network which may impact the experience of other MTN Customers.

5. The RefrMe contact centre is available on WhatsApp 0684577485 during the following time periods:
  1. weekdays between 8AM and 8PM; and
  2. weekends and public holidays between 8Am and 5PM.
6. Where a call out can be attributed to a fault caused by the Customer, the Customer will be charged a call out fee.

#### **15. Changes to the Service and, Terms and Conditions**

1. RefrMe reserves the right at any time to modify, suspend or discontinue the services, with notice, without liability to the Customer or any third party.
2. RefrMe reserves the right from time to time to vary the charges of these services as may be deemed necessary in its discretion, with notice
3. The Customer must visit RefrMe website regularly for notices, updates and/or changes to products and services.
4. As changes will be posted on the RefrMe website, the Customers continued use of the products and/or services will be deemed acceptance of the amended rules.

#### **16. Limitation of Liability**

1. Subject to a fixed limit, RefrMe only accepts liability for **direct** loss or damages suffered by the Customer, for which RefrMe is responsible for in terms of law, with the exception of loss or damages (direct or indirect) caused by:

1. RefrMe's failure to supply or deliver equipment or services on the required date and/or time.
  2. The suspension, interruption or cancellation of RefrMe F-LTE through no negligent or failure by RefrMe (and its representatives and agents).
  3. The legal suspension of the Customer's RefrMe F-LTE.
  4. Any acts or omissions by RefrMe and its representatives or agents, that are beyond its control.
  5. The Customer's use of any equipment supplied to him by RefrMe.
2. RefrMe's cumulative maximum liability for all claims, actions. Demands and proceedings, irrespective of the cause, is limited to one month's subscription payable in terms of the RefrMe F-LTE contract.

#### **17. Complaints Handling Procedure**

1. RefrMe has a complaints resolution procedure that aims to address any dissatisfaction with its products and services.
2. Complaints can be communicated via email and on our social media pages.
3. RefrMe will acknowledge your complaint within 48 hours and provide the Customer with a reference number.
4. RefrMe will investigate and provide feedback on the complaint within 14 calendars days.
5. If the Customer is not satisfied with the resolution of the complaint, he/she has the right to refer the matter to:
  1. The Internet Service Provider's Association (ISPA) on [queries@ispa.org.za](mailto:queries@ispa.org.za); or

2. the Independent Communications Authority to South Africa (ICASA) on [icasa.org.za](https://www.icasa.org.za).