

TERMS AND CONDITIONS FOR PEPEA INTERNET LIMITED HOME FIBRE SERVICE

The following terms and conditions apply to the Pepea internet limited Home Fibre Service (" 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 customers to access Internet at home through fibre provided by Pepea internet limited.
- (b) The Internet will be available to the customer within his/her premises/house (Customer Site).

2. Eligibility

- (a) This Service is open to all customers in the selected areas (Pepea internet limited Home Fibre Zones), that have the Pepea internet limited fibre infrastructure ready and who apply to have their homes connected to the Pepea internet limited Home Fibre.

3. How to Access and Use the Service

3.1 Pepea internet limited Home Fibre

- (a) You must be living within any of the Pepea internet limited Home Fibre Zones. To find out whether you reside in a fibre ready area, visit our website at <https://www.Pepea internet limited.co.ke/home/home-fibre/>.

- (b) Contact us by dialing 0708100500 or 0768255338. You can also talk to any Pepea internet limited Home sales representative in your area.
- (c) Once the Pepea internet limited Home sales representative has submitted your details, you will receive an SMS with your Account Number that you will use to make payment in one of the following ways:
 - (i) By using the Pepea internet limited Home M-PESA PayBill number 4083423
- (d) Once you make payment, we will connect you to the Service within 48 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) There will be a fee of Kshs. 3,500.00 for a new connection. If you do not carry your router when relocating, you will be charged Kshs. 6,500 as a replacement fee for the router. If you carry your router while relocating, there is no charge. This is however subject to change based on router models and technology.
- (f) The router provided shall remain company property.
- (g) Should you require any support once the Service is deployed, please call Pepea internet limited Call Centre on line 0708100500 or 0768255338 for any technical assistance you require. Pepea internet limited will only handle Service-related issues and not device or private LAN. Should you have a problem with your personal network equipment, devices, PC and other private LAN, you will need to contact your private technical engineer for assistance.

- (h) You will be required to grant the installers reasonable access to your home for purposes of installation, maintenance and inspection.
- (i) You undertake to maintain the installation, including all equipment provided, in good order including environmental considerations.
- (j) Once the Service is deployed, you will receive your username and password on SMS or you will be contacted by the Pepea internet limited representatives. 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 Pepea internet limited.
- (k) 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 Pepea internet limited from time to time.

- i. Payment for the Fibre Packages 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.
- ii. Customers will be allocated internet speeds with a 1:4 contention ratio. This means that in instances of heavy traffic causing congestion on the network, applicable speeds may be reduced to up to 25% of the advertised speed for the package.

4. Restrictions on access to and use of the Service

4.1 You may access and use the Service only –

- 4.1.1 in a single residential unit;
- 4.1.2 for private domestic use; and
- 4.1.3 at your physical address.

4.2 You may not use the Service in any manner or for any purpose other than as set out in these Terms and Conditions, nor may you negligently or intentionally permit any other person to do so. Without limiting the restrictions in clause 6, you may not attempt to or –

- 4.2.1 access any component or aspect of the Service other than those components or aspects to which you are authorised to have access;
- 4.2.2 use the Service, or any component thereof, for any commercial purpose;
- 4.2.3 provide the Service to the public, whether or not a fee is charged;

4.2.4 charge any person a fee to access the Service without authorisation from Pepea internet limited;

4.2.5 permit, facilitate or condone any other person conducting any of the prohibited activities in this clause, whether using your Equipment or otherwise.

5. Service interruptions

5.1 Pepea internet limited will endeavour to limit service interruption occurrences to the Pepea internet limited Fibre service and the length thereof.

5.2 In the case of a service interruption in the Pepea internet limited Fibre service, Pepea internet limited will deploy technical teams to address any network faults.

5.3 If a customer detects a service interruption in the Pepea internet limited Fibre service, the customer has to notify Pepea internet limited customer care of the interruption.

5.4 If the service interruption in the Pepea internet limited Fibre service is traced to a customer's Pepea internet limited Fibre installation or customer equipment, then Pepea internet limited will endeavor to rectify the fault remotely, failing which, a service team will be dispatched to the customer's premises to address the fault.

5.5 If in the event of a service interruption in the Pepea internet limited Fibre service a service team is dispatched to the customer's premises and it is found that the service interruption is attributable to the customer's actions, then Pepea internet limited may at its sole discretion, charge the customer the applicable rates for dispatching the service team to rectify the service interruption and for any materials costs incurred.

9 Liability

9.1 PEPEA INTERNET LIMITED ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE PROVISION, INSTALLATION OR MAINTENANCE OF PEPEA INTERNET LIMITED'S FIBRE SERVICE, EXCEPT WHERE SUCH LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT IS CAUSED DUE TO THE GROSS NEGLIGENCE OF PEPEA INTERNET LIMITED OR ITS AGENTS. PEPEA INTERNET LIMITED ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OF THE CUSTOMER ARISING OUT OF THE CUSTOMER'S USE OF THE CUSTOMER EQUIPMENT.

9.2 PEPEA INTERNET LIMITED ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE PEPEA INTERNET LIMITED FIBRE SERVICE, INCLUDING LOSS OR DAMAGE DUE TO USING THE INTERNET AND/OR TRANSFERRING FILES AND CONTENT.

10 Privacy

(a) "**Personal Information**" means personal identifiable information as prescribed in the Data Protection Act which includes but is not limited to name, address, phone number, identification number, location data.

(b) Collection of information

We are required by law to collect certain personal information and are legally obligated to deny you the service if such information is not available.

Apart from the legal obligation mentioned above, we also need to collect your Personal Information for quality service delivery. Please note that although this is voluntary, without such information we may not be able to provide quality service.

(c) Privacy

We are committed to respecting and protecting the privacy of the information we collect from you. Our privacy statement, as updated from time to time, explains how we treat your personal information, who we share your information with and measures taken protect your privacy when you use our Service. This can be found on [Pepea internet limited Data Privacy Statement](#). If unable to access the link or our website please reach us on any of our customer care channels to receive a copy.

(d) Minors

When registering a minor as a subscriber, a person with parental authority may open and maintain a mobile number in their name for and on behalf of the minor. For purposes of this agreement, a person with parental authority shall include the birth parents of a minor, legal guardian or other person who can demonstrate legitimate authority over the minor's affairs.

11 Equipment and Care

(a) For purposes of accessing the Service, Pepea internet limited 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 Pepea internet limited representative) to do so.

(b) Pepea internet limited may provide you with Customer Premise Equipment of varying capability based on the initial Services you selected.

(c) **You acknowledge and agree that the Customer Premise Equipment provided shall at all times belong to and remain the property of Pepea internet limited throughout the duration of this Agreement and that upon termination of this Agreement Pepea internet limited 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 Pepea internet limited of any damage or loss to the same. You also agree to cooperate in the removal

and recovery of the equipment by an authorized Pepea internet limited agent/representative upon the termination of this Agreement, including allowing Pepea internet limited 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 Pepea internet limited representative) to do so.
- (f) Any Customer Premises 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 Pepea internet limited at the time of installation.
- (g) Save where title to the Customer Premises Equipment has passed to the Customer following the payment to Pepea internet limited by the Customer of any monies payable for the purchase of the Customer Premises Equipment, the Customer shall be liable to Pepea internet limited 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 Pepea internet limited, or anyone acting on Pepea internet limited's instructions.
- (h) Pepea internet limited 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, Pepea internet limited shall only be responsible for the replacement of the Equipment in the case of manufacturer's defects covered by Warranty. Pepea internet limited shall use reasonable endeavours to extend to you the benefit of any warranty as may be provided to Pepea internet limited (subject to any limitations and restrictions thereon) by the manufacturers of such Equipment, provided that any expense reasonably incurred by Pepea internet limited in extending such benefit shall be levied to your account and be payable by you.
- (j) The Customer shall immediately notify Pepea internet limited 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 Pepea internet limited.

- (k) Save for the above, all conditions or warranties in relation to any Pepea internet limited 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 Pepea internet limited Equipment.
- (l) You shall give possession to Pepea internet limited or its authorized agents any Pepea internet limited Equipment that you believe to be damaged, faulty or defective, together with all Equipment documentation that was supplied to you by Pepea internet limited, 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. Pepea internet limited 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 Pepea internet limited and initiate access to your premises for Pepea internet limited/Pepea internet limited's authorized agents for the purpose of uninstalling and recovery of the Customer Premise Equipment and any other Pepea internet limited Equipment.

12 Suspension or Variation of the Service

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

- (a) Pepea internet limited is required or requested to comply with an order or instruction of or on recommendation from the Government, court, regulator or other competent authority.
- (b) you have not paid the Charges by the due.

- (c) 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.
- (d) Pepea internet limited 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, for instance, reselling the Service without written authorisation from Pepea internet limited.

13 Termination and Inability to Perform

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;
- (b) it is found that the customer is reselling the Service or using the Service for commercial activities.
- (c) It is found that the customer is sharing the service with other houses/premises.
- (d) It is found that the customer has multiple accounts in the same house/premise.
- (e) We have been instructed to cease providing the Service by any licensing, law enforcement or regulatory authority.
- (f) You write to us notifying us of your decision to terminate this Agreement.
- (g) 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;
- (h) 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;
- (i) The information provided during customer registration is incorrect and you have declined to amend the information when prompted by Pepea internet limited.
- (j) The Service is no longer available to you upon expiry of this Agreement or loss, damage of the Customer Premise Equipment;
- (k) Your Equipment is found to emit signals, which may interfere with the quality of the Service;
- (l) We do not receive your full payment by the due date; or
- (m) there exists a dispute relating to payment.

11. 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 Pepea internet limited its representatives or agents' access to your premises to uninstall and recover the Customer Premises Equipment and any other equipment belonging to Pepea internet limited.
- (e) IN THE EVENT OF A TERMINATION OR CANCELLATION OF THE SERVICE, ANY UN-USED ALLOCATIONS OF DATA, VOICE MINUTES OR OTHER SERVICES (I) ARE NOT TRANSFERABLE AND (II) WILL BE FORFEITED.**

12. 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 Pepea internet limited from you shall immediately become due and payable.

13. Applicable Law

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

14. Other terms

14.1 Pepea internet limited does not warrant an uninterrupted fibre service and does not offer quality of service, uptime and throughput guarantees.

14.2 We shall endeavour to maintain the Pepea internet limited Fibre network and the Pepea internet limited Fibre service to the best of our ability.

a. Pepea internet limited reserves the right to amend or vary these terms and conditions or to withdraw the Service at any time, including updating the Privacy

terms. In any of these events, notice will be given via media advertisements (including at Pepea internet limited's discretion on the Pepea internet limited website www.Pepea internet limited.co.ke) and will be effective immediately or as at the date referred in such notifications.

- b. These Terms and Conditions are available on www.Pepea internet limited.co.ke
-