

## **TERMS AND CONDITIONS FOR LIMEFIBER HOME FIBER SERVICE AND LIMEFIBER RELATED PRODUCTS**

These shall be terms and conditions that apply to the LimeFiber Home Fiber Service and LimeFiber-related products hereto referred to as ("the **Service**") and by activating this Service, you will be deemed to have read, understood and accepted the terms and conditions: -

### **1. Service**

- (a) The service assists the customers to access the Internet at home through high-speed fiber internet provided by LimeFiber.
- (b) The Internet will be available to the customer within his/her premises/house (premises location).
- (c) Home packages are dedicated packages visit our website\_

### **2. Eligibility**

- (a) This Service is open and available to all customers in the selected areas (Limefiber Home Fiber coverage areas), that have the LimeFiber fiber infrastructure ready.
- (b) This service is available to those who apply to have their homes connected to the LimeFiber Home Fiber.

### **3. Effective date of the Service**

These terms will take effect on 7<sup>TH</sup> **JANUARY 2020** from **0000 hrs.**

### **4. How to Have and Use the Service**

#### **4.1 LimeFiber Home Fiber**

- (a) To access and use our service you must be living within any of the LimeFiber Home Fiber coverage. To find out whether you reside in a fiber ready area, visit our website.

(b) Contact us by phone at **0730654444**, or visit our social media pages or websites. You may also speak with any LimeFiber Home sales representative in your region.

(c) Once the LimeFiber Home sales rep has submitted your details, you will receive an SMS with your Account Number that you will use to make payment via our Pay-bill number provided to you by LimeFiber.

(d) We will connect you to the Service within 48 hours of receiving payment, subject to you permitting our technicians access to your residence. We will offer you with a Wi-Fi router and a Poe adapter as part of the installation procedure, which will allow you to access the Wi-Fi Network within your home/premise. We will configure the Wi-Fi network and your username and password, which you will need to, use the Service.

According to the Home usage packages, there will be a cost for a new connection. If you do not bring your router with you while relocating, you will be charged Ksh. 1,500 as a replacement price the agent will contact you through SMS or you. It would be best if you always took reasonable efforts to keep access passwords private and safe. Except with LimeFiber's express written approval, you must not expose your access passwords to any third party or grant access to the Services to anyone outside your home or control.

(e) You must not use, and must ensure that no one else using your access to the Services utilizes, the following services:

- (i) to any other person or entity for selling or distributing; or
- (ii) to store, reproduce, transmit, communicate, or receive any Offending Material; or
- (iii) for fraud or other criminal intent, or in violation of any regulatory or legal obligation; 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 LimeFiber from time to time.

## 4.2 LimeFiber Home Fiber

- (a) Customers will be required to have Home Fiber connection to be able to access Home Fiber Packages.
- (b) The Home Fiber Packages can only be accessed at the point of purchasing or renewing Home Fiber packages.

## 5. Plans Charges and Features

### (a) LimeFiber Home Fiber

- i. The following Fiber packages are available:

FIBER PACKAGE	Price (30days)	Fair Usage Limit Daily	Fair Usage Limit Monthly	Speeds after Fair Usage
8Mbps	Kshs. 2 000	N/A	300GB	3Mbps
10Mbps DABO up to 20Mbps	Kshs. 2,300	30GB	500GB	5Mbps
16Mbps DABO up to 32Mbps	Kshs. 3,100	40GB	700GB	8Mbps
25Mbps DABO up to 50Mbps	Kshs. 3,800	50GB	800GB	10Mbps

- ii. Fiber Packages are paid for in advance every thirty (30) days. If you do not make your monthly payment on time, the Service will be suspended and will not be restored until you do.
- iii. As seen in the chart above, the LimeFiber Home Fiber plans are subject to a Fair Usage Policy, which includes usage limitations and throttled speeds. When you hit the package's Fair Usage limit, your speeds will be throttled to **3Mbps** for 8Mbps package and **5Mbps** for 10Mbps DABO up to 20Mbps, **8Mbps** packages for 16Mbps DABO up to 32Mbps, **10Mbps** for 25Mbps DABO up to 50Mbps, and for the duration of the subscription's validity term.
- iv. Because the fair usage limit is a consumption restriction issued for each usage cycle rather than a volume resource or bundle allocation, it cannot be rolled over or extended beyond the package validity cycle.

## 6. Fair Usage Policy

6.1 LimeFiber retains the right to control its network using a fair use policy (FUP) in order to maintain acceptable levels of customer experience. The Service is subject to FUP as

indicated in clause 5 above.

6.2 The Service is subject to change from time to time.

## **7. Restrictions on access to and use of the Service**

7.1 You may access and use the Service only –

7.1.1 In a single dwelling unit;

7.1.2 For private domestic use; and

7.1.3 At your physical address.

7.2 The Service may not be used in any manner or for any purpose other than those set out in these Terms and Conditions, nor may you authorize any other person to use the Service in a negligent or malicious manner. Without lowering the restrictions in article 6, you may not seek to or -

7.2.1 Access any part or feature of the Service other than the parts or features to which you have been granted access;

7.2.2 Utilize the Service or any part of it for any kind of profit;

7.2.3 Irrespective of whether a price is levied or offered the Service to the public.

7.2.4 Impose a price on anyone who wants to use the Service without getting permission from LimeFiber;

7.2.5 Permit Allow, encourage, or acquiesce in anyone else participating in any of the prohibited actions stated in this section, regardless of whether they are utilizing your equipment.

## **8. Service interruption**

8.1 LimeFiber will take every effort to reduce the number and length of LimeFiber service outages. LimeFiber will dispatch technical teams to resolve any network problems in the event of a service outage.

8.2 Customers must notify LimeFiber customer care if they discover a service interruption via Customer Support channels **0730654444**.

8.2.1 The issue reported shall be booked as ticket and shared with the client through which the customer can follow up on the ticket.

8.3 LimeFiber will make every attempt to remedy a service disruption in the LimeFiber service remotely if it can be linked to a customer's LimeFiber Fiber installation or customer equipment; in the event it is not resolved remotely, a service team will be sent to the customer's location to address the issue.

8.4 In the case of a LimeFiber service interruption, if a service team is dispatched to the customer's location and it is found that the interruption was brought on by the customer's actions, LimeFiber may, in its sole discretion, charge the customer the applicable rates for dispatching the service team to repair the interruption and for any materials costs incurred.

8.5 LimeFiber shall compensate by extension of expiry date due to the following reasons:

8.5.1 Planned Maintenance - If the LimeFiber has scheduled maintenance or upgrades that will result in a planned service interruption, we will typically inform customers in advance. In such cases, compensation is less likely, as customers will have been made aware of the temporary disruption communicated by LimeFiber via LimeFiber SMS and LimeFiber social media pages. If the maintenance goes beyond the communicated time then LimeFiber shall compensate for that duration.

8.5.2 Unplanned Outages - When there is an unexpected service outage or disruption that affects a large number of customers, LimeFiber may offer compensation for the inconvenience. However, it shall be subject to if the outage was due to factors other than acts of God. The days compensated shall be communicated to the client upon approval.

8.5.3 Extended Downtime due to fiber cut: If a service interruption lasts for an extended period beyond of more than 48 hours from the time it was reported and ticket issued and to that which is considered reasonable or acceptable, LimeFiber may offer compensation for the extended downtime.

## **9 Liability**

9.1 LIMEFIBER ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO THE CUSTOMER'S PROPERTY OR EQUIPMENT RESULTING FROM THE PROVISION, INSTALLATION OR

MAINTENANCE OF LIMEFIBER SERVICE, UNLESS SUCH LOSS OR DAMAGE TO THE PROPERTY OR EQUIPMENT IS CAUSED BY THE GROSS NEGLIGENCE OF LIMEFIBER OR ITS AGENTS. LIMEFIBER DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE TO THE CUSTOMER'S EQUIPMENT RESULTING FROM THE USE OF THE CUSTOMER'S EQUIPMENT.

9.2 ARISING FROM THE USE OF THE LIMEFIBER SERVICE, INCLUDING LOSS OR DAMAGE DUE TO THE USE OF THE INTERNET AND/OR TRANSFERRING FILES AND CONTENT, LIMEFIBER ACCEPTS NO LIABILITY.

## **10 Privacy**

(a) As defined by the Data Protection Act, "Personal Information" refers to information that may be used to identify a specific individual, such as name, address, phone number, social security number, and geographical information.

(b) Collection of information

The Law requires us to gather specific personal information, and we are bound to refuse you service if you do not provide it. In addition to the aforementioned legal need, we also require your personal information to offer quality services. Although providing this information is optional, if you do not, we might not be able to offer you a high-quality service.

(c) Privacy

We are dedicated to maintaining the confidentiality of the data we obtain from you. Our privacy policy, as amended from time to time, details how we handle and disclose your personal information as well as the security precautions we take to keep it private while you use our service. On our website, you may find this. If you have trouble accessing the link or our website, please get in touch with us through one of our customer service channels to get a copy.

(d) Minors

A person with parental responsibility may open and keep a mobile number in their name for and on behalf of a minor when they register them as a subscriber. For the purposes of this agreement, a person having parental authority includes a minor's biological parents, legal guardian, or any other

person who can show they have the right to manage their affairs.

## **11 Equipment and Care**

- (a) If LimeFiber grants you with customer premise equipment (Fiber Cables, CAT 6 Cable, POE Adaptors, Routers, Switch, Optical Network Unit (ONU)) for accessing the Service in order to ensure interoperability of its Network and Services. You are not permitted to meddle with, change, or modify the customer premises equipment in any way, nor may you let anyone else (apart from an authorized LimeFiber employee) to do so.
- (b) Depending on the first Services you chose, LimeFiber might provide you Customer Premise Equipment with varied capabilities.
- (c) You acknowledge and agree that during the term of this Agreement, LimeFiber shall own and retain ownership of the Customer Premise Equipment provided, and that upon termination of this Agreement, LimeFiber shall remove all such Customer Premise Equipment from your premises.
- (d) Throughout the duration of this Agreement, you undertake to take full responsibility for the Customer Premise Equipment's maintenance and to give Limefiber prompt notice of any loss or damage to it. You also consent to assist, following the termination of this Agreement, in the removal and recovery of the equipment by an authorized Limefiber agent or representative. This includes granting Limefiber immediate access to the Customer Site in order to remove and recover the equipment.
- (e) You are in charge of the maintenance and security of the customer premises equipment, and you are not permitted to alter, add to, reverse engineer, decompile, or otherwise tamper with it in any way, nor may you permit anyone else (apart from a permitted LimeFiber representative) to do so.
- (f) Any of the client's Premises Equipment used to access the Services must be technically compatible with the Customer Premises Equipment and the Services, and it must be connected and used in accordance with any reasonable instructions, safety and security procedures that LimeFiber may have recommended at the time of installation.

- (g) Except in cases where such loss or damage is due to normal wear and tear or is brought on by LimeFiber, or anyone acting on LimeFiber's instructions, the Customer shall be liable to LimeFiber for any loss of or damage to the Customer Premises Equipment, unless title to such equipment has passed to the Customer following the payment by the Customer of any amounts payable for the purchase of such equipment.
- (h) Due to abuse of the equipment on the customer's premises or any unintentional damage, LimeFiber disclaims responsibility for any losses incurred by you or any third parties.
- (i) Without constraining the above, LimeFiber shall only be liable for the replacement of the Equipment in the event of warranty-covered manufacturer's defects. With the caveat that any reasonable costs incurred by LimeFiber in extending this benefit will be charged to your account and be paid by you, LimeFiber will use reasonable efforts to extend to you the benefit of any warranty that may have been provided to LimeFiber (subject to any limitations and restrictions thereon).
- (j) Any malfunction, damage, loss, or theft of any Customer Premise Equipment must be reported to LimeFiber right once, and the Customer is then liable for replacing the equipment at the then-current retail price. Such replacement Customer Premise Equipment will continue to be LimeFiber's property.
- (k) Any malfunction, damage, loss, or theft of any Customer Premise Equipment must be reported to LimeFiber at once, and the Customer is then liable for replacing the equipment at the then-current retail price. Such replacement Customer Premise Equipment will continue to be LimeFiber's property.
- (l) Within ten (10) business days of discovering the fault or defect, you must hand over any LimeFiber equipment that you consider to be damaged, faulty, or defective, along with all equipment documentation that was provided to you by LimeFiber. Business days, as used in this clause, are defined as those from Monday through Friday between the hours of 09:00 and 17:00, excluding National Public holidays. Following that, LimeFiber will quickly offer you all of your alternatives for resuming the Services, including repairing the damaged equipment at your expense.



- (m) If the Services are terminated for any reason, you must promptly contact LimeFiber and provide LimeFiber's authorized representatives' access to your premises for the purpose of uninstalling and recovering the Customer Premise Equipment and any other LimeFiber Equipment.

## **12 How to Upgrade Your Service**

You may upgrade your service by making an application through our customer interactive app or reach us at 0730654444 at the end of your current subscription or any other manner as we may advise from time to time.

## **13 Suspension or Variation of the Service**

LimeFiber may, in its sole discretion, suspend or modify the Services without having to reimburse you for any period during which the Services are suspended or modified:

- (a) LimeFiber is compelled or requested to comply with a government, court, regulator, or other competent authority's order or direction.
- (b) You have failed to pay the Charges by the due date.
- (c) If such a suspension, termination, or variation is required to make modifications to or allow for scheduled maintenance of the Network, we will provide you with reasonable notice of such suspension, termination, or variation.
- (d) LimeFiber has a reasonable suspicion or belief that you are in violation of the terms and conditions of this Agreement or any other terms and conditions referenced to herein, such as reselling the Service without LimeFiber's explicit authorization.

## **14 Termination and Inability to Perform**

This Agreement may be terminated if:

- (a) There is reason to think that the Service is being used in an unauthorized or unlawful manner, or for criminal activity; or
- (b) It is discovered that the customer is reselling or utilizing the Service for commercial purposes.
- (c) It is discovered that the consumer is sharing the service with other homes or businesses.
- (d) The consumer is discovered to have several accounts in the same

house/premise.

- (e) Any licensing, law enforcement, or regulatory authority has directed us to stop offering the Service.
- (f) You notify us in writing of your intention to terminate this Agreement.
- (g) Either party commits any material breach of any of the provisions of this Agreement and such breach is not remedied within thirty (30) days of receipt of a written notice specifying 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
- (j) The Service is no longer accessible to you following the expiration of this Agreement or the loss or damage of the Customer Premise Equipment;
- (k) It is discovered that your Equipment emits signals that may interfere with the quality of the Service. The Service is no longer available to you upon expiry of this Agreement or loss, damage of the Customer Premise Equipment;
- (l) Your Equipment is discovered to produce signals that may interfere with the quality of the Service;
- (m) We have not receive your entire payment by the due date;
- (n) There is a payment dispute.

#### **11. Consequences of Termination**

- (a) Any existing rights any Party may have against the other Party at the time of termination are unaffected by termination.
- (b) If you terminate this Agreement before the end of the first period, you must pay all outstanding charges.
- (c) If you revoke this Agreement after the first term has expired without providing one (1) month's written notice, you will be obliged to pay all outstanding charges.
- (d) You shall promptly provide LimeFiber's representatives or agent's access to your premises in order for them to remove and retrieve the Customer Premises Equipment and any other LimeFiber-owned equipment.

#### **12. Inability to Perform**

Each Party's obligations under this Agreement shall be suspended during the period

in which 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 fiber or Customer Premises Equipment beyond our control, or r If such delay or failure persists for at least thirty (30) days, either Party may terminate this Agreement by giving the other a written notice of termination. All monies owed to LimeFiber by you will become immediately due and payable upon such termination.

**13. Applicable Law**

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

**14. Other terms**

**14.1** LimeFiber does not guarantee continuous fiber service and does not guarantee quality of service, uptime, or speed.

**14.2** We will do all we can to keep the LimeFiber network and service running smoothly.

**15. Extension of Terms**

a. LimeFiber retains the right to change or modify these terms and conditions at any time, including changing the Privacy terms. In the case of any of these occurrences, notice will be provided by media ads (including, at LimeFiber's option, on the LimeFiber website and will be effective immediately or as of the date specified in such notices.