

INTERPRETATION AND DEFINITIONS

1. Interpretation

- 1.1. Unless it appears differently from the context, words, terms and phrases used in the Agreement shall have the same meaning as the definitions set out in the Electronic Communications Act, 36 of 2005 (“ECA”).
- 1.2. Words importing the singular shall include the plural and vice versa.
- 1.3. Words denoting persons shall include natural persons, legal entities and unincorporated associations of persons, and vice versa.
- 1.4. The headings in these terms and conditions shall not affect their interpretation.
- 1.5. When several days are provided for between the happening of one event and another, the number of days must be calculated by:
 - 1.5.1. excluding the day on which the first event occurs;
 - 1.5.2. including the day on or by which the second event is to occur; and
 - 1.5.3. excluding any public holiday, Saturday or Sunday.

2. Definitions

- 2.1. Unless inconsistent with the context, the following words and phrases shall mean:
 - 2.1.1. **“Agreement”** means the contract between Oasis and the Customer for the provision of Services and/or Equipment, comprising these Standard Terms and Conditions, the Services Agreement, any applicable Product Terms, and any Schedules or Proposals incorporated by reference.
 - 2.1.2. **“Activation Date”** means the date that a Service is configured and made available to the Customer.
 - 2.1.3. **“Applicable Law”** means any applicable:
 - 2.1.3.1. statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, including the ECA, CPA and RICA;
 - 2.1.3.2. common law;
 - 2.1.3.3. binding court order, judgment or decree;
 - 2.1.3.4. applicable industry code, policy or standard enforceable by law;
 - 2.1.3.5. relevant direction, rule, pronouncement, policy or order given by a regulator.
 - 2.1.4. **“AUP”** means the Oasis Acceptable Use Policy as published on Oasis’s website from time to time.
 - 2.1.5. **“Business Day”** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
 - 2.1.6. **“Calendar Month”** means a period commencing on any day of a given month and ending on the day immediately preceding the corresponding day in the following month, provided that where there is no corresponding day in the following month, the period shall end on the last day of that month.
 - 2.1.7. **“CCTV Systems”** means surveillance systems, cameras, recording devices and related equipment supplied or installed by Oasis.
 - 2.1.8. **“Charges”** means the amounts charged by Oasis for Services as set out in the Schedule of Services, Quote, Services Agreement or as otherwise notified in accordance with this Contract.
 - 2.1.9. **“Channel”** means an electronic pathway or line connecting two Devices to each other for the purpose of providing the Services.
 - 2.1.10. **“Circuit”** means the telecommunications circuit provided by Oasis (or on behalf of Oasis by a duly licensed third party), installed at the Customer’s premises.
 - 2.1.11. **“Commencement Date”** means the date when Oasis has accepted and processed the Services Agreement or notified the Customer that it has agreed to provide the Services.
 - 2.1.12. **“Connection Date”** means the date when Oasis installs the Circuit at the Customer’s premises.
 - 2.1.13. **“Consumer”** means a Customer who is a consumer as defined in the Consumer Protection Act, 68 of 2008 (“CPA”), including both natural persons and juristic persons to whom the CPA applies.
 - 2.1.14. **“CPA”** means the Consumer Protection Act, 68 of 2008, as amended or replaced from time to time.
 - 2.1.15. **“Customer” / “you”** means the person or entity described in the Services Agreement.

- 2.1.16. **"Cybersecurity Services"** means services provided by Oasis to protect, monitor, detect or mitigate security threats, vulnerabilities or risks affecting the Customer's systems, networks or data.
- 2.1.17. **"Device"** means a physical network link with a unique electronic address to enable communications on a physical network, including proxy addresses and Internet Protocol (IP) addresses.
- 2.1.18. **"Due Date"** means the date on which any amounts owed by the Customer to Oasis become due and payable, as reflected on the invoice.
- 2.1.19. **"ECA"** means the Electronic Communications Act, 36 of 2005, as amended or replaced from time to time.
- 2.1.20. **"Equipment"** means any equipment or hardware, including a Device and SIM card, supplied by Oasis to the Customer for use in accessing the Services.
- 2.1.21. **"Fixed LTE"** means a wireless broadband service delivered over an LTE (Long Term Evolution) mobile network to a fixed, registered location using dedicated customer premises equipment (CPE). The service is not a mobile service and is intended for use only at the specified premises. It is subject to network coverage, capacity, and fair usage policies, and may not be used outside the registered location unless agreed in writing.
- 2.1.22. **"Fixed Wireless"** means a wireless broadband service delivered via radio or wireless network technologies to a fixed, registered location using installed customer premises equipment (CPE). The service is not a mobile service and is intended for use only at the specified premises. It is subject to line-of-sight, coverage, capacity, environmental conditions, and fair usage policies, and may not be used outside the registered location unless agreed in writing.
- 2.1.23. **"Fibre to the Building"** or **"FTTB"** means a fixed-line broadband service where fibre-optic infrastructure is deployed up to a shared access point within a multi-tenant building, business park, or sectional title development, with connectivity then distributed from that point to individual units or premises using existing internal cabling or additional last-mile infrastructure.
- 2.1.24. **"Fibre to the Home"** or **"FTTH"** means a fixed-line broadband service delivered via fibre-optic infrastructure installed directly to a standalone residential premises or dwelling unit, providing high-speed internet connectivity from the fibre network operator's access network to the Customer's property boundary and termination point.
- 2.1.25. **"Fibre Network Operator"** or **"FNO"** means the licensed electronic communications network service provider that owns, builds, operates, and maintains the underlying fibre-optic access infrastructure used to deliver FTTH or FTTB services to the Customer's premises.
- 2.1.26. **"Fixed Term Agreement"** means a Services Agreement in terms of which the provision of Services is for a duration greater than one month.
- 2.1.27. **"Hardware Services"** means the supply, repair, maintenance or upgrade of hardware, equipment or components by Oasis.
- 2.1.28. **"ICASA"** means the Independent Communications Authority of South Africa and its successors.
- 2.1.29. **"Initial Period"** means the initial fixed term for the provision of a Service as set out in the Schedule of Services, commencing on the Activation Date.
- 2.1.30. **"Interest Rate"** means an annual rate equal to 5% above the prime lending rate charged by Oasis's bankers, calculated daily and capitalised monthly.
- 2.1.31. **"Managed IT Support"** means helpdesk, maintenance, troubleshooting, support and related IT services provided by Oasis to manage and support the Customer's IT environment.
- 2.1.32. **"Managed Service Equipment"** means equipment managed by Oasis in the provision of the Services.
- 2.1.33. **"Minutes"** means billable call usage measured in seconds or increments as specified in the applicable rate schedule.
- 2.1.34. **"Monitoring Services"** means monitoring, alerting, reporting, analytics or related services provided by Oasis in respect of systems, networks or environments.
- 2.1.35. **"Monthly Fixed Charges"** means recurring monthly charges associated with the Services, including line rental or any fixed recurring charge set out in the Schedule of Services.
- 2.1.36. **"Networking Services"** means network design, installation, configuration, cabling, wireless solutions, routing, switching, firewall and related infrastructure services provided by Oasis.
- 2.1.37. **"Number"** means any geographic, non-geographic, mobile, toll-free, or other telephone number allocated for use with the VoIP Services.

- 2.1.38. **"Once-off Charges"** means all non-recurring charges set out in the Schedule of Services.
- 2.1.39. **"Office Hours"** means 08h00 to 17h00 on Business Days.
- 2.1.40. **"Operator"** means an operator as contemplated in POPIA.
- 2.1.41. **"Parties"** means Oasis and the Customer, and "Party" means either one of them.
- 2.1.42. **"Personal Data"** means personal information as defined in POPIA, processed by Oasis in connection with the provision of the Services.
- 2.1.43. **"Plan fee"** means any once-off planning, scoping, assessment, solution design, site survey, onboarding, project initiation or similar fee expressly set out in a Proposal, Quote, Schedule of Services or Services Agreement.
- 2.1.44. **"POPIA"** means the Protection of Personal Information Act, 4 of 2013, as amended or replaced from time to time.
- 2.1.45. **"Proposal"** means any written quote, proposal, order form, statement of work, scope of work or commercial schedule issued by Oasis and accepted by the Customer, setting out some or all of the Services, Charges, Equipment, Initial Period, assumptions or special conditions applicable to the Services.
- 2.1.46. **"Product Terms"** means the specific terms and conditions applicable to particular Services provided to the Customer.
- 2.1.47. **"Quote"** means any written quotation issued by Oasis setting out proposed Services, Equipment, Charges, assumptions or commercial terms, whether or not forming part of a Proposal.
- 2.1.48. **"Rate Schedule"** means the schedule of rates, charges and applicable terms for the Services provided by Oasis, as notified to the Customer from time to time in accordance with this Agreement. **"R"** means South African Rand.
- 2.1.49. **"Responsible Party"** means a responsible party as contemplated in POPIA.
- 2.1.50. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002, as amended or replaced from time to time.
- 2.1.51. **"Schedule of Services"** means the section of the Services Agreement describing the Services to be provided and applicable Charges.
- 2.1.52. **"Services"** means the services listed in the Schedule of Services and may include fibre connectivity, voice services, Circuits, hardware, Software, managed services and related IT services provided by Oasis, whether directly or as reseller.
- 2.1.53. **"Services Agreement"** means the agreement between Oasis and the Customer, incorporating the Schedule of Services and these Standard Terms and Conditions.
- 2.1.54. **"SLA" or "Service Level Agreement"** means any written service level agreement, support schedule or service performance schedule expressly agreed between the Parties in relation to the Services.
- 2.1.55. **"Service Request"** means any request for work submitted by the Customer for the performance of Services, or any work initiated and performed by Oasis proactively on behalf of the Customer.
- 2.1.56. **"SIM Card"** means a subscriber identification module supplied by Oasis which, when activated and used in conjunction with the Equipment, allows access to the Services.
- 2.1.57. **"Software"** means any computer program provided to the Customer by Oasis acting as a principal, agent or distributor of the software licensor. Software may be embedded into Managed Service Equipment, supplied as a stand-alone application, or accessed via the internet or hosted cloud environment.
- 2.1.58. **"Start Date"** means the later of:
- 2.1.58.1. the date Oasis signs the Services Agreement;
- 2.1.58.2. the date Oasis's systems accept the Services Agreement after validation; or
- 2.1.58.3. the date on which the Services are installed or made available.
- 2.1.59. **"System"** means an electronic communications network operated by a network operator as defined in the ECA.
- 2.1.60. **"User"** means any person authorised by the Customer to use the Services.
- 2.1.61. **"Variable Charges"** means call charges, data charges and any other usage-based charges in respect of the Services.
- 2.1.62. **"VoIP Services"** means hosted voice, SIP trunking, cloud PBX, call routing, numbering, and related telecommunications services provided by Oasis.
- 2.1.63. **"Web Services"** means domain registration, DNS services, website hosting, email hosting, website development and related web-based services provided by Oasis.

- 2.1.64. “Oasis” / “we” / “us” means Oasis Intelligent IT Solutions Proprietary Limited (Registration No. 2018/260323/07), having its principal place of business at 177 11th Street, Parkmore, Sandton, 2196.

OASIS STANDARD TERMS AND CONDITIONS

3. NATURE AND APPLICATION OF THESE TERMS

- 3.1. These Standard Terms and Conditions govern the provision of all services supplied by Oasis Intelligent IT Solutions Proprietary Limited (“Oasis”), including but not limited to fibre connectivity, voice services, hardware, software and managed services, unless expressly varied by applicable Product Terms or a Schedule of Services.
- 3.2. Where multiple schedules of services or subscriber agreements are concluded between Oasis and the Customer, these Standard Terms shall apply to all such agreements unless expressly replaced or amended in writing by a subsequent agreement signed by both Parties.

4. SERVICE CATEGORIES

- 4.1. **Connectivity & Network Services**, including internet access, circuits, fibre, wireless connectivity, ISP services, networking infrastructure, cabling, routing, switching and firewall solutions;
- 4.2. **Unified Communications**, including VoIP, cloud PBX, SIP trunking, call routing, numbering and related voice services;
- 4.3. **Managed IT & End-User Services**, including helpdesk support, desktop and server support, maintenance, and the supply, management and repair of Equipment;
- 4.4. **Cloud & Workplace Solutions**, including hosting, virtual infrastructure, Software, Microsoft 365 services, identity management and related cloud services;
- 4.5. **Security, Backup & Monitoring**, including cybersecurity services, endpoint protection, email security, backup, disaster recovery, monitoring and governance services;
- 4.6. **CCTV and Physical Security Services**, including CCTV systems, surveillance equipment and related installation services;
- 4.7. **Domains and Web Services**, including domain registration, DNS services, website hosting, email hosting and website development;
- 4.8. The Customer acknowledges that not all service categories are included by default. Only those Services expressly set out in the applicable Schedule of Services, Proposal or agreed in writing shall form part of this Agreement.
- 4.9. To the extent that any service category or component thereof is not expressly included in the Schedule of Services, Oasis shall have no obligation to provide such service.

5. START, DURATION AND EARLY TERMINATION

- 5.1. This Services Agreement shall commence on the Start Date and shall continue for the Initial Period specified in the applicable Schedule of Services.
- 5.2. Where Equipment, telephone numbers, SIM Cards, licences or additional Services are provided after the Start Date, each such item or Service shall commence on its activation or delivery date and shall run for its own Initial Period, unless otherwise stated in the applicable Schedule of Services.
- 5.3. Upon expiry of the Initial Period, the affected Service shall automatically continue on a month-to-month basis unless terminated by either Party on written notice in accordance the termination provisions set out below.
- 5.4. Termination After the Initial Period.
- 5.4.1. A Consumer may terminate the Service on written notice as follows:
- 5.4.1.1. FTTH or FTTB Services: 20 (twenty) Business Days;
- 5.4.1.2. Fixed LTE or Fixed Wireless Services: 20 (twenty) Business Days;
- 5.4.1.3. All other Services: 20 (twenty) Business Days.

- 5.4.2. A Customer who is not a Consumer, may terminate the Service on at least 90 (ninety) days' written notice, unless otherwise agreed in writing.
- 5.4.3. Where the Customer is a Consumer and the Agreement constitutes a Fixed Term Agreement under the CPA, the Consumer may terminate during the Initial Period on 20 (twenty) Business Days' written notice, subject to a reasonable cancellation penalty as contemplated in section 14 of the CPA and to the extent permitted by Applicable Law.
- 5.5. In determining a reasonable cancellation penalty, Oasis may take into account:
 - 5.5.1. the value of the Agreement up to the date of cancellation;
 - 5.5.2. the duration remaining under the Initial Period;
 - 5.5.3. any discounts, incentives or promotional benefits granted;
 - 5.5.4. recovery of subsidised Equipment, installation, activation, provisioning or migration costs;
 - 5.5.5. any reasonable costs incurred by Oasis in reliance on the Agreement;
 - 5.5.6. any charges, penalties, clawbacks or early termination fees levied on Oasis by an FNO or upstream supplier as a result of the Customer's early termination;
 - 5.5.7. provided always that any cancellation penalty imposed on a Consumer shall be reasonable, proportionate, and compliant with section 14 of the CPA and Applicable Law.
- 5.6. Where the Customer is not a Consumer to whom the CPA applies, early termination during the Initial Period shall entitle Oasis to recover:
 - 5.6.1. all remaining Monthly Fixed Charges for the balance of the Initial Period;
 - 5.6.2. any outstanding Charges; and
 - 5.6.3. any applicable recovery amounts or upstream termination charges.
- 5.7. Either Party may terminate this Agreement on written notice if the other Party commits a material breach and fails to remedy such breach within a reasonable period after receiving written notice requiring it to do so.
- 5.8. Oasis may suspend Services in accordance with clause 14 prior to exercising any right of termination.
- 5.9. Termination shall not affect the Customer's obligation to pay:
 - 5.9.1. all Charges accrued up to the termination date;
 - 5.9.2. any Variable Charges incurred but not yet invoiced;
 - 5.9.3. any lawful cancellation penalties;
 - 5.9.4. deinstallation, de-provisioning or Equipment recovery costs; and
 - 5.9.5. any amounts payable in respect of Software, licences or upstream commitments.
- 5.10. Upon termination, the Customer shall return any Equipment, SIM Cards, numbers or identifiers owned by Oasis in good working condition, fair wear and tear excepted. Oasis may recover reasonable replacement costs for unreturned or damaged Equipment.

6. ORDER OF PRECEDENCE

- 6.1. In the event of a conflict between:
 - 6.1.1. The Services Agreement or Schedule of Services;
 - 6.1.2. Product Terms;
 - 6.1.3. These Standard Terms and Conditions,
- 6.2. the documents shall apply in that order of preference.

7. INTELLECTUAL PROPERTY

- 7.1. All intellectual property rights in Oasis's systems, tools, software and materials remain the property of Oasis or its licensors.
- 7.2. The Customer retains ownership of its data, content and materials.
- 7.3. Oasis grants the Customer a non-exclusive right to use any deliverables provided as part of the Services, solely for the purpose of receiving and using those Services..

8. PROVISION OF SERVICES

- 8.1. Oasis shall provide the Services selected in the Schedule of Services and shall levy the applicable Monthly Fixed Charges, Variable Charges and Once-Off Charges as set out therein.

- 8.2. Where the provision of a Service depends on third-party infrastructure, networks or licensors, Oasis shall use reasonable endeavours to manage and coordinate such Service; however, the underlying performance of such third-party infrastructure shall not be under Oasis's direct control.
- 8.3. Oasis may suspend Services in accordance with clause 14.

9. CUSTOMER OBLIGATIONS AND USE OF SERVICES

- 9.1. The Customer shall use the Services strictly in accordance with Applicable Law, these Terms, and any reasonable instructions or acceptable use policies issued by Oasis.
- 9.2. The Customer shall procure that its Users do not misuse the Services, interfere with network integrity, attempt unauthorised access, damage infrastructure, or act in a manner that may compromise security or service quality.
- 9.3. The Customer shall not resell, sub-license or commercially exploit the Services unless authorised by law and pursuant to a written reseller agreement with Oasis.
- 9.4. Where SIM cards, Devices or Equipment are supplied for a specific configuration or site, the Customer shall not relocate, modify or repurpose such items in a manner inconsistent with the agreed service design or that creates operational or security risks.

10. INSTALLATION AND ACCESS

- 10.1. Where installation is required, the Customer shall provide Oasis with reasonable access to the premises and shall ensure the availability of adequate power supply, environmental conditions, rack or wall space and any other reasonable installation requirements.
- 10.2. Where the Customer is not the owner of the premises, the Customer shall obtain prior written consent from the landlord or property owner. The Customer indemnifies Oasis against any costs or claims arising from failure to obtain such consent.

11. CHARGES, BILLING AND PAYMENT

- 11.1. Unless expressly stated otherwise in the Schedule of Services or applicable Product Terms, Monthly Fixed Charges and recurring charges shall be invoiced and payable in advance.
- 11.2. Oasis shall issue invoices periodically, typically monthly, and may deliver such invoices by email or other agreed electronic means.
- 11.3. Hardware and Equipment Invoices
 - 11.3.1. Unless otherwise agreed in writing, all invoices relating to the sale or supply of hardware, Equipment or Devices are payable immediately upon presentation.
 - 11.3.2. Oasis shall be entitled, at its discretion, to require the Customer to pay a deposit in advance prior to ordering, procuring, configuring or delivering any hardware or Equipment. Such deposit may constitute part payment of the total purchase price.
 - 11.3.3. Oasis shall not be obliged to order, deliver, release or install any hardware or Equipment until any required deposit and/or the full purchase price has been received in cleared funds into Oasis's nominated bank account.
 - 11.3.4. Ownership and risk in any hardware or Equipment supplied shall be governed by clause 17 of these Standard Terms and Conditions. For the avoidance of doubt, ownership shall not pass to the Customer until payment in full has been received. Recurring Service Charges
 - 11.3.5. Recurring Monthly Fixed Charges shall be invoiced in advance and shall be payable on the Due Date reflected on the invoice. Unless otherwise agreed in writing, the maximum payment term applicable to recurring service invoices shall be 7 (seven days) days from invoice date.
- 11.4. Oasis may invoice:
 - 11.4.1. the first month's recurring charges on a pro rata basis from the Activation Date or Start Date (as applicable);
 - 11.4.2. Once-Off Charges upon incurrence; and
 - 11.4.3. Variable Charges and usage-based Charges in arrears, at the end of the relevant billing period.
- 11.5. Monthly Fixed Charges are payable irrespective of actual usage of the Service, as such charges relate to service availability and capacity.

- 11.6. Unless otherwise agreed in writing, payment shall be made by debit order or another payment method approved by Oasis. The Customer shall ensure that sufficient funds are available on the Due Date.
- 11.7. The Customer shall pay all invoices in full, without deduction, set-off or withholding, except where expressly permitted by the Consumer Protection Act ("CPA"). Any undisputed portion of an invoice shall be paid by the Due Date.
- 11.8. Non-receipt of an invoice or statement shall not constitute a valid ground for late payment or non-payment. The Customer remains responsible for payment of all amounts due in terms of this Agreement, whether or not an invoice has been received, provided that Oasis shall, on request, provide the Customer with a copy of the relevant invoice or statement within a reasonable time.
- 11.9. Usage-based Charges shall be calculated in accordance with the metering records of the relevant network operator or service platform, which records shall constitute prima facie proof of usage.

12. PRICE ADJUSTMENTS

- 12.1. Oasis reserves the right to adjust pricing upon reasonable notice to the Customer.
- 12.2. Annual increases may be linked to the Consumer Price Index ("CPI").
- 12.3. Oasis may pass through increases in input costs beyond its reasonable control, including supplier price increases, exchange rate fluctuations, network operator charges, taxes or statutory levies.
- 12.4. Where the Customer is a Consumer as defined under the CPA and a price increase renders the Service unaffordable, the Consumer may terminate the affected Service on 20 (twenty) Business Days' written notice without penalty, provided that all outstanding amounts for Equipment or licences supplied remain payable and any non-cancellable third-party charges remain due.

13. CREDIT CONTROL AND OVERDUE ACCOUNTS

- 13.1. Oasis may charge interest on any overdue amounts at the applicable Interest Rate, or the maximum rate permitted by Applicable Law if lower, from the Due Date until date of payment in full.
- 13.2. Oasis may impose, amend or remove a credit limit at its discretion and may require the Customer to furnish a deposit or other form of security based on usage patterns, payment history or credit risk assessment.
- 13.3. Where any debit order is reversed, returned unpaid, stopped or cancelled without Oasis's prior written consent, Oasis shall be entitled to:
 - 13.3.1. levy a returned debit order administration fee of R150.00 (one hundred and fifty Rand) per rejected debit order, for which the Customer shall be liable; and
 - 13.3.2. suspend the Services until the account, including any administration fees, interest and outstanding amounts, has been regularised.
- 13.4. A certificate signed by any director, manager or authorised representative of Oasis, whose appointment or authority need not be proved, reflecting the amount owing by the Customer to Oasis at any time, shall constitute prima facie proof of the Customer's indebtedness for purposes of legal proceedings, obtaining judgment, or any other lawful purpose.

14. SUSPENSION

- 14.1. Oasis may suspend the Services, in whole or in part, immediately or on notice (where reasonably practicable), if:
 - 14.1.1. the Customer's account is in arrears;
 - 14.1.2. fraud or abuse is suspected;
 - 14.1.3. usage exceeds agreed limits without resolution;
 - 14.1.4. the Customer materially breaches the Agreement;
 - 14.1.5. suspension is required by law, court order or regulatory authority; or
 - 14.1.6. a security, technical or operational risk arises.
- 14.2. The Customer shall remain liable for all Charges during any period of suspension, unless such suspension arises solely from a material breach by Oasis.
- 14.3. Where Services are suspended due to the Customer's breach, non-payment, or conduct contemplated in clause 14, Oasis shall be entitled to charge a reconnection fee equal to the actual costs incurred by Oasis in restoring the Services, provided that such fee shall be reasonable and reflect the actual administrative,

technical and upstream costs incurred by Oasis. Such reconnection fee shall be payable prior to restoration of the Services.

15. FTTH and FTTB SERVICES

- 15.1. FTTH and FTTB services are provided subject to network availability and successful installation at the Customer's premises.
- 15.2. The Customer acknowledges that installation timelines are dependent on the underlying fibre network operator and third-party contractors, and Oasis shall not be liable for delays caused by such parties.
- 15.3. Early termination shall be governed by clause 5.
- 15.4. The service is supplied on a best-effort basis subject to the applicable fibre network operator's service levels, acceptable use policies, and fair usage limitations. Speeds are advertised as "up to" the selected package speed and may vary based on network congestion, infrastructure limitations, equipment, and other factors beyond Oasis' control.
- 15.5. The Customer is responsible for ensuring suitable power, internal cabling, Wi-Fi coverage, and compatible equipment within the premises.
- 15.6. Any relocation of the service is subject to feasibility, additional installation charges, and a new commitment period where applicable. Suspension for non-payment may result in reactivation fees. All prices are exclusive of VAT unless otherwise stated.

16. VOIP SERVICES

- 16.1. VoIP Services are provided over IP-based networks and are dependent on the availability, stability and quality of the Customer's internet connectivity, local area network, firewall configuration, power supply and compatible equipment. Oasis does not control the Customer's internal network environment.
- 16.2. Unless expressly agreed in writing in a specific SLA, VoIP Services are provided on a best-efforts basis, and Oasis specifically disclaims any warranty regarding the suitability of the Services for high-availability or mission-critical applications. Oasis does not warrant uninterrupted, latency-free or error-free voice quality. Call quality may be affected by bandwidth limitations, packet loss, network congestion, power failures, third-party carrier outages or other factors beyond Oasis's reasonable control.
- 16.3. The Customer shall ensure that adequate bandwidth, Quality of Service (QoS) configuration, firewall settings, power backup and compatible hardware are maintained to support the VoIP Services.
- 16.4. VoIP Services may not operate during power outages or internet failures. The Customer acknowledges that emergency call routing (including 10111, 112 or other emergency numbers) may not function in the same manner as traditional fixed-line services. Oasis shall not be liable for any inability to access emergency services resulting from connectivity, configuration or power failures, and the Customer must make and maintain appropriate alternative arrangements for access to emergency services where operationally necessary.
- 16.5. Telephone numbers allocated to the Customer remain subject to regulatory requirements, ICASA rules and underlying carrier agreements. Oasis does not guarantee successful porting or specific porting timelines. Upon termination, port-out is subject to regulatory compliance and settlement of all outstanding amounts.
- 16.6. VoIP Services may include fixed monthly subscription Charges and usage-based Charges. Call charges shall be calculated based on call detail records ("CDRs") generated by Oasis and/or its upstream carrier. Such CDRs shall constitute prima facie proof of usage and of the amounts payable, unless the Customer can demonstrate manifest error.
- 16.7. The Customer shall be fully liable for all call charges and related costs incurred on its VoIP account, including charges arising from toll fraud, hacking, PBX compromise, SIP credential misuse, unauthorised access, or other security breaches, whether by third parties or Users.
- 16.8. The Customer is solely responsible for implementing and maintaining appropriate technical and operational security measures in respect of its VoIP environment, including but not limited to strong authentication credentials, password controls, IP restrictions, firewall configuration, call barring, fraud monitoring thresholds, software updates and access management. Oasis shall not be liable for any loss, damage or call charges resulting from the Customer's failure to maintain reasonable security safeguards.
- 16.9. Oasis may impose usage limits, require a usage deposit, or request additional security where call volumes materially exceed normal or agreed traffic patterns.

- 16.10. Oasis may suspend Services in accordance with clause 14.
- 16.11. VoIP Services may not be used for unlawful activity, auto-dialling, bulk calling, robocalling, SIM boxing, resale, call centre activity (unless specifically contracted), or any use that materially deviates from normal business usage patterns without prior written agreement.
- 16.12. The Customer warrants that it will use the VoIP Services in compliance with applicable telecommunications legislation, ICASA regulations, RICA and any lawful interception requirements. Oasis reserves the right to comply with lawful regulatory or law enforcement directives.
- 16.13. Where VoIP Services are subject to a minimum term, early termination shall be governed by clause 5 of these Standard Terms and Conditions.

17. EQUIPMENT, OWNERSHIP AND RISK

- 17.1. Unless purchased outright or paid in full, all Equipment, Hardware, SIM cards, numbers and identifiers supplied by Oasis remain Oasis property and must be returned upon termination, fair wear and tear excepted.
- 17.2. Risk in Equipment passes to the Customer upon delivery. The Customer shall immediately notify Oasis of any loss, theft or damage and remains liable for usage charges until such notification and for replacement cost where applicable.
- 17.3. The Customer shall not sell, cede, encumber, relocate, modify or tamper with any Equipment or identifiers without Oasis's prior written consent.

18. MANAGED SERVICES, SOFTWARE, HOSTED SERVICES AND BACKUP SERVICES

- 18.1. Where Oasis supplies Software, hosted cloud services or backup and disaster recovery services ("**Backup Services**") as a reseller or managed service provider, all intellectual property and licence rights remain vested in the original licensor or service provider. The Customer's use of such services is subject to the applicable third-party terms and conditions.
 - 18.1.1. The Customer shall comply strictly with all applicable licence and usage terms and shall not reverse engineer, decompile, copy, sub-license, modify, misuse, or exceed licensed or agreed usage limits.
 - 18.1.2. Oasis does not warrant the availability, performance, security, or uninterrupted operation of any Software, hosted services or Backup Services and shall not be liable for outages, failures, data loss, or service degradation arising from third-party platforms, infrastructure, or licensors.
 - 18.1.3. Where subscription-based services are provided, including Backup Services, the Customer acknowledges that minimum subscription periods, billing commitments, retention policies, and cancellation restrictions may apply and may limit the Customer's ability to downgrade or cancel during the applicable term.
 - 18.1.4. The Customer remains responsible for the integrity, accuracy and lawful use of its data at all times. Where Backup Services are provided, Oasis shall use reasonable skill, care and diligence to perform backup and recovery processes; however, Oasis does not guarantee that any data will be successfully backed up, retained, or recoverable in all circumstances. The Customer acknowledges that Backup Services are not an insurance policy and that the primary responsibility for data retention and verification remains with the Customer. The Customer is responsible for verifying that backup and disaster recovery arrangements meet its operational requirements.
 - 18.1.5. Where Backup Services are provided, Oasis shall not be liable for any loss of data (including any failure to restore data or any corruption of data), incomplete backup, unsuccessful recovery, security breach, system compromise or business interruption, except to the extent caused by Oasis's gross negligence or wilful misconduct.
 - 18.1.6. Where the licensor increases pricing, introduces new fees, or alters subscription structures, Oasis may adjust its charges accordingly upon written notice.
 - 18.1.7. Unless expressly included in the Schedule of Services, Oasis does not provide cybersecurity services, monitoring, backup or disaster recovery as part of the standard managed or hosted service offering. The Customer remains solely responsible for implementing and maintaining appropriate security measures, data protection, backup procedures and business continuity arrangements. Oasis shall not be liable for any loss of data (including any failure to restore data or

any corruption of data), security breach, system compromise or business interruption arising from the absence or inadequacy of such measures.

19. MANAGED IT SUPPORT SERVICES

- 19.1. Where Oasis provides managed IT support, helpdesk, maintenance or related support services (“**Managed IT Support**”), the following shall apply:
- 19.1.1. Managed IT Support is limited to the services expressly set out in the applicable Schedule of Services. No services are included unless expressly agreed in writing.
 - 19.1.2. Managed IT Support is provided on a reasonable efforts basis unless otherwise agreed in writing in a specific service level agreement. Oasis does not warrant uninterrupted operation or that faults, errors or service interruptions will be prevented or permanently resolved.
 - 19.1.3. Any response or resolution times are estimates only unless expressly agreed in writing in an SLA or other written service schedule signed or accepted by both Parties. Resolution times may vary depending on the nature of the issue, system complexity, third-party dependencies and availability of required access or information.
 - 19.1.4. The Customer shall provide timely access to systems, personnel, credentials and information reasonably required for Oasis to perform the services. The Customer remains responsible for user behaviour, access control, password management and internal IT policies.
 - 19.1.5. The Customer authorises Oasis to remotely access the Customer’s systems, networks, devices and cloud environments where reasonably required to provide the Services, including through remote support, monitoring and management tools. Oasis shall use reasonable measures to secure such access but does not warrant that remote access methods or third-party tools will be free from vulnerabilities.
 - 19.1.6. Managed IT Support may involve systems, software, infrastructure and environments not supplied or controlled by Oasis. Oasis shall not be liable for failures, vulnerabilities or performance issues arising from such third-party systems.
 - 19.1.7. Oasis shall not be responsible for pre-existing faults, misconfigurations, unsupported systems or legacy environments unless expressly identified in the applicable Schedule of Services as being within scope. Any remediation or upgrade work required may be subject to additional charges unless otherwise expressly included in the agreed Charges.
 - 19.1.8. Unless expressly agreed in writing, Managed IT Support does not include cybersecurity services, monitoring, incident response or breach remediation. Oasis shall not be liable for any loss, security breach, system compromise or business interruption arising from user actions, third-party systems or security incidents, except to the extent caused by Oasis’s gross negligence or wilful misconduct.

20. LODGING OF SERVICE REQUESTS

- 20.1. Accepted methods
- The Customer may lodge Service Requests using the following accepted methods only:
- 20.1.1 Telephone: Call 087 711 0555 — this is the primary and preferred method for all Critical (P1) and High (P2) priority Service Requests. Response time guarantees for Critical and High priority Service Requests apply only where the Service Request is lodged by telephone. Where a Critical or High priority Service Request is lodged by any other method, the response time guarantee will apply at Medium (P3) priority level only.
 - 20.1.2 Email: Send your Service Request to help@oasisit.co.za — this method is accepted for Medium (P3) and Low (P4) priority Service Requests only.
 - 20.1.3 WhatsApp using number +27 72 203 8686
 - 20.1.4 Support portal: Where Oasis makes a self-service support portal available to the Customer, Service Requests may also be submitted via that portal at the following URL
<https://oasisit.halopsa.com/portal/home>
 - 20.1.5 Remote support: Where remote access to the Customer's systems is required, the Customer may facilitate this using the TeamViewer QuickSupport tool available at <https://oasisit.co.za/support2/>.

20.2 What constitutes a valid Service Request

A Service Request is deemed validly lodged when it is submitted via one of the accepted methods set out in clause 19A.1 above, during Business Hours, and contains sufficient information for Oasis to identify the affected system, user or service and begin assessment. Oasis reserves the right to request additional information before commencing work.

20.3 Outside Business Hours

Service Requests lodged outside Business Hours will be attended to on a best-efforts basis. Response time guarantees do not apply to Service Requests lodged outside Business Hours. Oasis will endeavour to respond as quickly as possible but cannot guarantee response within any specific timeframe for after-hours requests.

20.4 Escalation contacts — not for Service Request lodging

The escalation contacts set out in any applicable Services Agreement or Schedule are provided for escalation purposes only and may not be used to lodge new Service Requests. Any Service Request received via an escalation contact will be treated as a Critical (P1) emergency upgrade request and will be charged at the emergency upgrade rate set out in the Rate Schedule.

20.5 Authorised users

The Customer is responsible for ensuring that only authorised personnel lodge Service Requests on its behalf. All Service Requests received by Oasis will be treated as authorised and will be chargeable and/or allocated against the Customer's agreement, regardless of whether the Customer had internally authorised the specific request. The Customer must notify Oasis in writing of any restrictions on who may lodge Service Requests.

20.6 Updates to lodging methods

Oasis may update the accepted lodging methods, contact details and support portal URL from time to time. Any material changes will be communicated to the Customer's primary IT contact by email with at least 14 (fourteen) days' notice prior to the change taking effect.

21. NETWORKING & INFRASTRUCTURE SERVICES

21.1. Where Oasis provides network design, installation, configuration, cabling, wireless solutions, routing, switching, firewall or related infrastructure services ("**Networking Services**"), the following shall apply:

21.2. Networking Services are limited to the services expressly set out in the applicable Schedule of Services. No services are included unless expressly agreed in writing.

21.3. Oasis does not warrant that any network, infrastructure or environment will be uninterrupted, error-free, or perform at a constant or optimal level. Performance may be affected by site conditions, interference, third-party infrastructure, equipment limitations and environmental factors beyond Oasis's control.

21.4. Any network design, configuration or coverage is based on information available at the time of implementation and reasonable industry standards. Oasis does not guarantee full coverage, signal strength, throughput, or performance levels, particularly in wireless environments.

21.5. The Customer remains responsible for providing suitable infrastructure, including power, cabling pathways, physical access, environmental conditions and any required third-party permissions. Oasis shall not be liable for delays, performance issues or failures arising from site conditions or infrastructure outside its control.

21.6. Networking Services may rely on third-party equipment, software, internet connectivity or service providers. Oasis shall not be liable for any failure, delay, limitation or degradation arising from such third-party components.

21.7. Unless expressly agreed in writing, Networking Services do not include ongoing monitoring, optimisation, maintenance, or support after installation. Any such services shall be subject to a separate agreement.

21.8. Oasis shall not be liable for any loss, damage, network downtime, performance degradation, or business interruption arising from network design limitations, environmental factors, third-party systems, or changes made by the Customer or third parties, except to the extent caused by Oasis's gross negligence or wilful misconduct or a material failure by Oasis to perform the agreed Networking Services with reasonable skill, care and diligence.

22. CCTV AND SURVEILLANCE SYSTEMS

- 22.1. Where Oasis supplies or installs CCTV systems, surveillance equipment or related recording devices (“**CCTV Systems**”), the following shall apply:
- 22.1.1. CCTV Systems are provided as a recording and visual deterrent solution only. Oasis does not provide monitoring, surveillance, armed response, guarding services, or incident management unless expressly agreed in writing.
 - 22.1.2. The Customer acknowledges that CCTV Systems do not prevent or guarantee against theft, loss, damage, injury or unlawful activity.
 - 22.1.3. Oasis does not warrant that any incident will be detected, captured, recorded, or capable of being used as evidence.
 - 22.1.4. Camera placement, angles and coverage areas are determined based on-site conditions and Customer input at the time of installation. Oasis shall not be responsible for blind spots, obstructions, lighting conditions or any limitations affecting footage quality or coverage.
 - 22.1.5. The operation and effectiveness of CCTV Systems are dependent on power supply, storage capacity, network infrastructure and environmental conditions. Oasis does not guarantee continuous operation, uninterrupted recording, image clarity, or retention of recorded footage.
 - 22.1.6. The Customer remains solely responsible for monitoring, reviewing and responding to any events or footage recorded by the CCTV System. Oasis shall have no responsibility for any incident occurring at the premises, whether or not the CCTV System was operational at the time.
 - 22.1.7. All CCTV footage and recorded data are stored on systems controlled by the Customer. Oasis does not store, manage or retain any CCTV footage and shall have no responsibility or liability for the availability, integrity, security, loss or corruption of such data.
 - 22.1.8. CCTV Systems may be affected by power outages, load shedding, network interruptions or equipment failure.
The Customer is responsible for implementing any backup power or redundancy solutions where required.
 - 22.1.9. Unless otherwise agreed in writing, Oasis shall have no obligation to maintain, monitor or manage the CCTV System after installation. Any support or maintenance shall be subject to a separate agreement or charged on a time and materials basis.
 - 22.1.10. The Customer is responsible for ensuring that the use of CCTV Systems complies with all applicable laws, including privacy and data protection requirements, signage obligations, employment-related requirements, and any consent or notification requirements where applicable. Oasis shall not be liable for any unlawful or improper use of surveillance equipment or recorded footage, and unless expressly agreed in writing, Oasis does not provide legal advice regarding the lawfulness of any surveillance practice or deployment.
 - 22.1.11. Oasis does not warrant that any CCTV footage, recordings or data will be admissible or sufficient for use in any legal proceedings, investigation, disciplinary process or insurance claim.

23. CYBERSECURITY SERVICES

- 23.1. Where Oasis provides cybersecurity, threat monitoring, vulnerability management, endpoint protection, or related security services (“**Cybersecurity Services**”), the following shall apply:
- 23.1.1. Cybersecurity Services are limited to the services, tools and configurations expressly set out in the applicable Schedule of Services. No services are included unless expressly agreed in writing.
 - 23.1.2. Oasis does not warrant that any system, network, Software or environment will be secure, free from vulnerabilities, or protected against unauthorised access, cyber-attacks, malware, ransomware or other security incidents. Cybersecurity Services are provided on a risk mitigation basis and do not eliminate such risks.
 - 23.1.3. The Customer remains responsible for the integrity, security and lawful use of its systems, networks and data at all times. This includes responsibility for access controls, user credentials, internal policies, system configuration and patch management, unless expressly included in the Schedule of Services.
 - 23.1.4. The effectiveness of Cybersecurity Services is dependent on the Customer’s systems, configurations, third-party platforms and user behaviour. The Customer shall cooperate with Oasis and implement reasonable security recommendations, updates, patches or mitigation measures within a reasonable time.

- 23.1.5. Cybersecurity Services may rely on third-party software, platforms and threat intelligence services. Oasis does not warrant the availability, performance or effectiveness of such services and shall not be liable for any failure, delay or limitation arising therefrom.
- 23.1.6. Unless expressly agreed in writing, Oasis does not provide incident response, forensic investigation, breach remediation or recovery services. Oasis shall not be liable for any loss of data (including any failure to restore data or any corruption of data), security breach, system compromise, business interruption or consequential loss arising from any security incident, except to the extent caused by Oasis's gross negligence or wilful misconduct or material failure to perform the expressly agreed Cybersecurity Services with reasonable skill, care and diligence.

24. DOMAINS AND WEB SERVICES

- 24.1. Where Oasis provides domain registration, domain management, DNS services, website hosting, email hosting, website development or related web services ("**Web Services**"), the following shall apply:
 - 24.1.1. Domain names are registered and maintained through third-party registrars and are subject to their applicable terms and conditions.
 - 24.1.2. Web Services are limited to the services expressly set out in the applicable Schedule of Services. No services are included unless expressly agreed in writing.
 - 24.1.3. Unless otherwise agreed in writing, domain names managed by Oasis shall automatically renew for successive renewal periods in order to avoid expiry and service interruption. The Customer must provide at least 1 (one) calendar month's written notice prior to the renewal date if it does not wish Oasis to renew a domain, and remains responsible for ensuring that its billing and contact details remain accurate and current.
 - 24.1.3.1. The Customer remains responsible for ensuring that all domain registration details and contact information are accurate and kept up to date. Oasis shall not be liable for any loss of a domain where renewal fails due to non-payment, incorrect information, registrar rejection, or circumstances beyond Oasis's reasonable control.
 - 24.1.3.2. Renewal charges shall be invoiced in advance and are payable in accordance with the payment terms of this Agreement.
 - 24.1.4. Oasis does not warrant the availability, performance, security or uninterrupted operation of any Web Services and shall not be liable for any downtime, service interruption, data loss, DNS failure, propagation delays or service degradation arising from third-party infrastructure, hosting platforms or network providers.
 - 24.1.5. Web Services may rely on third-party infrastructure, hosting platforms, software, registrars and service providers. Oasis shall not be liable for any failure, delay, suspension or limitation arising from such third-party services.
 - 24.1.6. The Customer remains responsible for the integrity, security and lawful use of its websites, domains, content and data at all times, including compliance with applicable laws, intellectual property rights and acceptable use requirements.
 - 24.1.7. Unless expressly agreed in writing, Oasis does not provide website backups, content management, security hardening, monitoring, or disaster recovery services as part of standard Web Services. The Customer remains responsible for implementing appropriate backup, security and continuity measures.
 - 24.1.8. Oasis shall not be liable for any loss of domain, website downtime, data loss, reputational damage, business interruption or consequential loss arising from domain expiry, DNS misconfiguration, hosting failure, cyber incidents or third-party actions, except to the extent caused by Oasis's gross negligence or wilful misconduct.

25. HARDWARE SALES AND REPAIRS

- 25.1. Where Oasis supplies hardware, equipment, components or performs repair, maintenance or upgrade services ("**Hardware Services**"), the following shall apply:
 - 25.1.1. Hardware Services are limited to the services expressly set out in the applicable Schedule of Services or quotation. No services are included unless expressly agreed in writing.

- 25.1.2. All hardware supplied by Oasis is subject to availability and may be sourced from third-party suppliers. Oasis does not warrant continued availability of any specific product, model or specification.
- 25.1.3. All hardware is subject to the manufacturer's warranty, where applicable. Oasis does not provide any additional warranty unless expressly agreed in writing, save to the extent that any warranty or remedy arises mandatorily under Applicable Law, including the CPA where applicable. Such warranty excludes damage arising from misuse, negligence, power surges, environmental factors, unauthorised modifications or third-party interference.
- 25.1.4. Repair and maintenance services are provided on a reasonable efforts basis. Oasis does not guarantee that any fault, defect or failure will be identified or resolved, or that repaired equipment will perform as new. Oasis shall be entitled to charge for diagnostic time irrespective of whether a fault is identified or resolved.
- 25.1.5. Repairs may rely on third-party parts or components. Oasis does not warrant the availability, compatibility or performance of such parts and shall not be liable for delays arising from sourcing or supply constraints.
- 25.1.6. The Customer remains solely responsible for all data stored on any equipment submitted for repair or maintenance and should back up and remove or secure such data before submitting the equipment to Oasis. Oasis shall not be liable for any loss, corruption or disclosure of data during repair, replacement or handling of such equipment except to the extent caused by Oasis's fraud, gross negligence or wilful misconduct.
- 25.1.7. Equipment submitted to Oasis for repair or maintenance remains at the Customer's risk, provided that Oasis shall be liable for loss of or damage to such equipment only to the extent caused by Oasis's failure to exercise reasonable care while such equipment is in Oasis's possession or control, and subject to the limitation of liability set out in this Agreement.
- 25.1.8. Oasis shall not be liable for any indirect, consequential or special loss, including loss of data or business interruption, arising from hardware supply, defects or repair services. Oasis shall not be liable for any loss or damage arising from hardware defects, repair attempts or failure of equipment, except to the extent caused by Oasis's failure to exercise reasonable care, and subject to the limitation of liability set out in this Agreement.

26. MONITORING AND REPORTING SERVICES

- 26.1. Where Oasis provides monitoring, alerting, reporting, analytics or related services ("**Monitoring Services**"), the following shall apply:
 - 26.1.1. Monitoring Services are limited to the services expressly set out in the applicable Schedule of Services. No services are included unless expressly agreed in writing.
 - 26.1.2. Oasis does not warrant that Monitoring Services will detect all incidents, faults, performance issues, security threats or failures. Monitoring Services are provided on a best-efforts basis and do not prevent incidents or guarantee system availability.
 - 26.1.3. Alerts, notifications and reports are provided for information purposes only and may be subject to delays, inaccuracies or limitations depending on system configuration, data sources and third-party dependencies.
 - 26.1.4. The Customer remains responsible for reviewing alerts and reports and for taking appropriate action. Unless expressly agreed in writing, Monitoring Services do not include remediation, intervention, escalation or incident response.
 - 26.1.5. Monitoring Services may rely on third-party systems, platforms and data sources. Oasis shall not be liable for any failure, delay or limitation arising from such third-party services.
 - 26.1.6. Oasis shall not be liable for any loss, damage, system failure, security incident, performance degradation or business interruption arising from any failure to detect, alert or report on any event, except to the extent caused by Oasis's gross negligence or wilful misconduct.

27. SUBCONTRACTING AND THIRD-PARTY PROVIDERS

- 27.1. Oasis may, in its discretion, utilise subcontractors, upstream service providers, licensors, cloud providers, Fibre Network Operators, carriers, consultants or other third parties to perform or deliver all or part of the Services.
- 27.2. The Customer acknowledges that certain Services are dependent on third-party infrastructure, systems, software, networks and service providers which are not under Oasis's direct control.
- 27.3. Oasis shall remain responsible for managing the delivery of the Services provided on its behalf, subject always to the limitations, exclusions and third-party dependencies recorded in this Agreement.
- 27.4. The use of subcontractors or third-party providers shall not constitute a cession, assignment or transfer of this Agreement by Oasis.
- 27.5. Oasis may share such Customer information as is reasonably necessary with subcontractors and third-party providers for purposes of provisioning, support, compliance, service delivery and administration, subject to Applicable Law and POPIA.

28. SERVICE AVAILABILITY AND WARRANTIES

- 28.1. Telecommunications, internet-based and cloud services depend on multiple interconnected networks, infrastructure providers, licensors and third-party systems. Unless expressly stated in an applicable Service Level Agreement ("SLA") incorporated into the Schedule of Services, all Services are provided on a best-efforts basis.
- 28.2. A "best-efforts basis" means that Oasis shall exercise reasonable skill, care and diligence expected of a competent managed services and telecommunications provider to deliver and restore the Services, but does not guarantee uninterrupted, latency-free, congestion-free, error-free or fault-free operation.
- 28.3. Oasis shall use reasonable endeavours to investigate and restore reported faults within commercially reasonable timeframes, taking into account the nature of the Service, third-party dependencies and operational constraints.
- 28.4. Save where the Consumer Protection Act provides otherwise, Oasis makes no warranties, whether express or implied, regarding fitness for a particular purpose, continuous availability, or specific performance levels, unless expressly recorded in a signed SLA or otherwise expressly agreed in writing by Oasis.

29. FORCE MAJEURE

- 29.1. Neither Party shall be liable for any delay in performance or failure to perform any obligation under this Agreement, other than an obligation to pay amounts lawfully due and payable, where such delay or failure is caused by an event beyond that Party's reasonable control ("**Force Majeure Event**"), including without limitation acts of God, fire, flood or natural disaster, war, terrorism, civil unrest or labour disturbance, national emergency, power outages or load shedding, failure of municipal services, failure or degradation of telecommunications networks, fibre infrastructure, cloud platforms, licensors or upstream service providers, governmental or regulatory action, change in Applicable Law, epidemic or pandemic, or any other circumstance rendering performance impossible or commercially impracticable despite the exercise of reasonable care.
- 29.2. The affected Party shall notify the other Party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably possible.
- 29.3. If a Force Majeure Event continues for a period exceeding 60 (sixty) consecutive days and materially affects the provision of the affected Service, Oasis may terminate the affected Service on written notice without penalty, and the Customer may request good-faith discussions regarding the continued viability of the affected Service, or the Parties may agree in writing to an alternative arrangement, provided that the Customer shall remain liable for all Charges accrued up to the date of termination and any unavoidable third-party costs incurred by Oasis.
- 29.4. Nothing in this clause limits any rights afforded to a Consumer under the Consumer Protection Act which cannot lawfully be limited.

30. DISPUTES AND BILLING QUERIES

- 30.1. The Customer must notify Oasis in writing of any billing dispute within 30 (thirty) days of the invoice date. If no dispute is received within that period, the invoice will be deemed accepted as correct. Any undisputed portion of an invoice must be paid by the due date.
- 30.2. Where Oasis confirms an error, it shall issue a credit.

31. PRIVACY AND REGULATORY COMPLIANCE

- 31.1. Oasis may process Personal Data in accordance with POPIA, the ECA and RICA for purposes of service delivery, billing and compliance and, where applicable, as Responsible Party in respect of its own processing activities and as Operator where it processes Personal Data on behalf of the Customer.
- 31.2. The Customer shall provide all information reasonably required for RICA and regulatory compliance. Failure to do so may delay activation or constitute a material breach.
- 31.3. Oasis shall implement reasonable technical and organisational measures to protect Personal Data against unauthorised access, loss or damage and, where Oasis acts as Operator, shall process Personal Data only with the knowledge or authorisation of the Customer, shall maintain appropriate safeguards, and shall notify the Customer without undue delay if it becomes aware of a security compromise affecting such Personal Data, to the extent required by Applicable Law.

32. LIMITATION OF LIABILITY

- 32.1. Oasis shall not be liable for any indirect, consequential or special loss, including loss of profit, revenue, business, loss of data (including any failure to restore data or any corruption of data) or goodwill, arising out of or in connection with this Agreement, whether arising in contract, delict (including negligence) or otherwise.
- 32.2. To the maximum extent permitted by Applicable Law, Oasis's total aggregate liability to the Customer arising out of or in connection with this Agreement, whether in contract, delict (including negligence), breach of statutory duty or otherwise, shall be limited to an amount equal to the Monthly Fixed Charges actually paid by the Customer in respect of the affected Service during the three-month period immediately preceding the event giving rise to the claim, or R100,000 (one hundred thousand Rand), whichever is the lesser, unless a different cap is expressly agreed in writing in the applicable Schedule of Services, Proposal or SLA.
- 32.3. Oasis shall have no liability whatsoever for any loss arising from the Customer's gross negligence, wilful misconduct or unlawful conduct.
- 32.4. Where the claim arises within the first three months of the Start Date, Oasis's total liability shall be limited to the total Monthly Fixed Charges paid by the Customer for the affected Service up to the date of the event giving rise to the claim.
- 32.5. The Customer remains responsible for its internal network security, access control, data protection, backup procedures and disaster recovery arrangements.
- 32.6. The Customer acknowledges that the Services do not constitute insurance or a guarantee against operational interruption, cyber incidents, data loss, theft or business interruption. The Customer remains responsible for maintaining appropriate insurance cover, backup procedures, disaster recovery arrangements and business continuity measures appropriate to its operational requirements.
- 32.7. Nothing in this Agreement limits any rights afforded to a Consumer under the CPA that cannot lawfully be limited or excludes liability for fraud, wilful misconduct, or any liability that cannot lawfully be excluded or limited.

33. CONFIDENTIALITY

- 33.1. Each Party shall keep confidential any non-public information received from the other Party in connection with this Agreement and shall not disclose it to any third party, except as required to provide the Services or as required by law.
- 33.2. This obligation shall continue for a period of 2 (two) years after termination of this Agreement.

34. NOTICES

- 34.1. Notices may be delivered electronically and shall be deemed received at the last recorded contact details provided by the Customer on the date of transmission, unless the sender receives an automated delivery failure notification.
- 34.2. Formal legal notices may be served at the domicilium addresses recorded in the Services Agreement, unless changed by written notice to the other Party.

35. GENERAL

- 35.1. This Agreement is governed by the laws of the Republic of South Africa and, subject to any rights afforded to a Consumer under Applicable Law, the Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in respect of any dispute arising out of or in connection with this Agreement, provided that Oasis shall be entitled to seek urgent or interim relief in any court of competent jurisdiction.
- 35.2. If any provision of this Agreement is unenforceable, invalid or unlawful, the remaining provisions remain valid and enforceable to the fullest extent permitted by Applicable Law, provided that the essential commercial purpose of this Agreement is not thereby defeated.
- 35.3. Oasis may cede or assign its rights and obligations on notice to the Customer to an affiliate, successor-in-title, purchaser of the relevant business, or other third party, provided that such cession or assignment does not materially prejudice the Customer's rights under this Agreement. The Customer may not assign without Oasis's prior written consent, such consent not to be unreasonably withheld where the proposed assignee is a bona fide successor or purchaser of the Customer's business and is of equivalent financial standing.
- 35.4. No indulgence granted by either Party shall constitute a waiver of rights, and no waiver of any right shall be effective unless reduced to writing and signed by or on behalf of the Party granting the waiver.

36. ENTIRE AGREEMENT

- 36.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior discussions, proposals, representations, quotations, negotiations and understandings relating thereto, except to the extent expressly incorporated by reference into this Agreement.
- 36.2. Neither Party relies on any representation, warranty or undertaking not expressly recorded in this Agreement, save in the case of fraudulent misrepresentation.

37. VARIATION

- 37.1. No amendment, variation, consensual cancellation or waiver of any provision of this Agreement shall be of any force unless reduced to writing and accepted by or on behalf of both Parties, provided that Oasis may update its operational policies, acceptable use policies, rate schedules and service descriptions on notice where such update does not unlawfully override a specifically agreed commercial term.

38. SURVIVAL

- 38.1. Any provision of this Agreement which by its nature is intended to survive termination, including provisions relating to payment, confidentiality, intellectual property, data protection, indemnities, limitation of liability, dispute resolution, equipment return and accrued rights, shall survive termination or expiry of this Agreement.

39. NON-SOLICITATION

- 39.1. The Customer warrants that it has obtained all necessary consents and has a lawful basis under POPIA to disclose any Personal Data to Oasis for the purposes of the Services. The Customer hereby indemnifies and holds Oasis harmless against any loss, damage, fine, or claim arising from a breach of this warranty or any non-compliance by the Customer with its obligations under POPIA, except to the extent that such loss, damage, fine, or claim arises from Oasis's own breach of POPIA or other Applicable Law.

40. CPA SECTION 49 ACKNOWLEDGEMENT

- 40.1. The Customer acknowledges that its attention has specifically been drawn, in a conspicuous manner and before conclusion of this Agreement, to those provisions of this Agreement which:
 - 40.1.1. limit the risk or liability of Oasis;
 - 40.1.2. constitute assumptions of risk or liability by the Customer;
 - 40.1.3. impose indemnities on the Customer;
 - 40.1.4. contain obligations relating to automatic renewal, cancellation charges, suspension, emergency calling limitations, Equipment risk, and data-related limitations; and
 - 40.1.5. may adversely affect the Customer's rights or involve an acknowledgment of fact by the Customer.
- 40.2. The Customer confirms that it has been given an adequate opportunity to receive and comprehend these provisions before accepting this Agreement.
- 40.3. If you would like access to a Services Agreement in a larger font size, you may access it at www.oasisit.co.za.