



VODACOM TANZANIA PLC FIBRE TO THE HOME (FTTH) TERMS AND CONDITIONS

1. Nature of Terms and Conditions & Applicability

- 1.1. These terms and conditions are issued by Vodacom Tanzania PLC (hereinafter "Vodacom" or "we" or "us" "ourselves" or "our") to Customer (hereinafter "you" or "your" or "user" or "yourself").
- 1.2. These terms and conditions shall apply to all Vodacom Subscribers and or Customers for the Services provided by Vodacom which include but not limited to Services of prepaid fibre network.

2. Definition

- 2.1. **"Account"** means records of your payments made for Vodacom services and outstanding Charges, plus your personal details.
- 2.2. **"Access to Premises/ Site"** means the Customer's obligation to grant Vodacom, its employees, contractors, agents or technicians permission and physical access to enter the Customer's premises, site, facilities or property for purposes of installation, maintenance, repairing, upgrading, removal or retrieval of CPE or ISP Equipment or hardware relevant to the Services, subject to clause 8.2 of this Agreement.
- 2.3. **"Affiliate"** means Vodacom and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Vodacom.
- 2.4. **"Asymmetrical Speeds"** means a characteristic of FTTH Service, where the download and upload speeds are not equal with download speeds typically being higher than upload speeds (e.g., 1Gbps download/500mbps upload),
- 2.5. **"Charges"** means all charges for Services, as published by Vodacom from time to time on the Vodacom's website including all applicable taxes.
- 2.6. **"Connection"** means the process of giving you access to a Service.
- 2.7. **"Content"** means information, communications, images and sounds, software or any other material contained in or available through the Services or from company website, blogs or social media.
- 2.8. **"Customer Premise Equipment" or "CPE"** means all hardware provided by the ISP to enable the Service, including the ONT (Optical Network Terminal) and router.
- 2.9. **"Customer Premise/ Site"** means the physical address place provided by the Customer where the CPE or ISP Equipment will be installed and the Services utilized.
- 2.10. **"Daily Plan"** means a daily Service subscription, which is automatically or manually recurring, and subject to there being a subsisting Monthly Service Plan.



- 2.11. "**Device(s)**" means the device used by Customer to connect and utilize the Service
- 2.12. "**Downtime**" means periods when the Service is unavailable due to scheduled maintenance, technical faults, or other disruptions.
- 2.13. "**Drop Cable**" means the specific fibre optic cable that connects the main fibre network in the street or distribution point to Customer Premise/Site.
- 2.14. "**Equipment Liability**" means the liability that the customer is responsible for damage, loss, unauthorized use or theft of CPE or ISP Equipment or hardware while in the Customer's possession
- 2.15. "**Force Majeure**" shall include but not limited to fire, explosion, power blackout, earthquake, flood, the elements, labor strike, embargo, acts of civil or military authority, war, terrorism, acts of God, acts of the public enemy and acts of regulatory or governmental agency.
- 2.16. "**Gbps/Mbps**" means gigabits per second or megabits per second.
- 2.17. "**Latency**" means the delay in data transmission.
- 2.18. "**Mobile App**" means the mini application maintained by Vodacom that is integrated into the M-Pesa mobile application, that can be accessed by customers to manage their end-to-end Service subscription
- 2.19. "**Monthly Recurring Plan**" means a monthly Service subscription that is automatically or manually recurring.
- 2.20. "**Network**" means the electronic communications system by which we make Services available in the United Republic of Tanzania.
- 2.21. "**Once-Off Plan**" or "**30-Day Plan**" means you pay once and the service will be available for 30 days.
- 2.22. "**OTP**" means a one-time password sent by Vodacom to a Customer.
- 2.23. "**PIN**" means the personal code sent to a Customer by Vodacom for purposes of onboarding and installation.
- 2.24. "**Portal**" means a digital platform system provided and maintained by Vodacom for the purpose of onboarding customers to the FTTH service, which is accessible to customers and Vodacom agents, and provide a dashboard interface enabling registration, service activation notification, account management, and monitoring of service usage, subject to Vodacom's technical specifications and policies.
- 2.25. "**Registration**" means our acceptance of your application for Services and our record of your data and any User data prior to Connection. "Register" has a corresponding



meaning.

2.26. "**Services**" means the Fibre-to-the-Home (FTTH) pure fibre connection internet service provided to the customer, including installation, connectivity, and ongoing support provided or procured by us for you to use.

2.27. "**Service Level Agreement**" or "**SLA**" means the contractual document and/or website, where the Service Levels for a particular Service are set out that typically defines uptime guarantees and Mean Time to Repair (MTTR) for reported outages.

2.28. "**Service Level**" means the standard to which the Services will be provided, as set out and/or referenced in the relevant Work Order.

2.29. "**Site**" means a location owned or controlled by Customer or End User.

2.30. "**Subscriber**" or "**End User**" or "**Customer**" means the subscriber applying for or using the Services.

2.31. "**Unit Measurements**" means Gbps (Gigabits per second), a measure of data transfer rate; 1 Gbps is equivalent to 1,000 Mbps.

2.32. "**Vodacom Equipment**" or "**Internet Service Provider (ISP) Equipment**" means equipment, devices, hardware or accessories supplied, installed or approved by Vodacom at a Site for purposes of delivering and enabling Connection with the provision of Services to Customer but owned or controlled by Vodacom.

2.33. "**Vodashops**" means selected Vodacom retail shops.

2.34. "**Weekly Plan**" means a weekly Service subscription, which is automatically or manually recurring, and subject to there being a subsisting Monthly Service Plan

2.35. "**Work Order**" means the unique reference assigned to a customer's request for Service.

3. Term, Validity and Renewal

3.1. The Vodacom Fibre Service start date shall be the customer account Connection date. A new start date shall apply each time the customer renews their subscription, and the subscription period shall be calculated from such renewal date.

3.2. The Vodacom Fibre Service contract shall remain in force for the contract period of 30-Day Plan or Monthly Recurring Plan or Weekly Plan or Daily Plan until it is either renewed for a further period or terminated by either party on notice to the other.

3.3. In the event that any Vodacom Fibre Service is discontinued for any reason such discontinuation will be communicated to the customer on reasonable notice.



- 3.4. Any Vodacom Fibre Service contract which includes shall be treated as a prepaid service. Such subscription can only be renewed or cancelled without penalty after the initial prepaid subscription period.

4. Provision and Use of Services

- 4.1. The Vodacom Fibre prepaid service can be purchased through Portal, website (<https://vodafibre.vodacom.co.tz>) Mobile App (mini-app) or Vodashop.
- 4.2. Vodacom can only provide the Vodacom Fibre service where there is Vodacom fibre network presence.
- 4.3. Weekly Plan and Monthly Plan Customers can connect to multiple Devices, but Daily Plan customers are restricted to single Device connection only.
- 4.4. The Vodacom Fibre Service is only available in selected urban areas and subject to Vodacom verifying the coverage details when an order is placed on the Portal.
- 4.5. The Service is available as a Daily Plan, Weekly Plan, 30-Day Plan or Monthly Recurring Plan.
- 4.6. A customer may not resell the Vodacom Fibre service or conduct illegal data hosting or use the Vodacom Fibre service for any commercial activities or where the service is on sale to other users. Vodacom reserves the right to terminate any customer's Vodacom Fibre Service if it is found that the customer is reselling the service or using the Vodacom Fibre Service for commercial activities.
- 4.7. You may only use Services for lawful purposes, and you warrant that you shall not:
- 4.7.1. use Services to receive or transmit material, which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful; and
- 4.7.2. use Services to carry out or facilitate any illegal act of corruption, fraud, bribery, money laundry or breach of content, any other unlawful act.
- 4.8. We accept no liability for the Service content, loss, late receipt or non-readability of any download, transmission, or other communications. The Service content, which is obtained from a large range of sources, is supplied to you on an "as is" basis or depend on device capacity and we do not warrant that the Service content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error and virus.
- 4.9. You shall have the right, at your discretion, to rescind these terms within the period of five days after registering for Services provided by Vodacom but before Connection.
- 4.10. Once a customer has purchased a service and they are activated and become available,



the Connection period shall operate for the entire duration for which either of the Services are contemplated to be available, and the customer shall not be entitled to request either Vodacom to temporarily suspend either of the Connection periods for the Service.

4.11. The SLA shall be as follows:

Service Provisioning:

Target	Definition
≤ 5 days	Number of days from service request to service activation, the number of days counted after completion of business agreement/ contract

5. Payments and billing

- 5.1. The Service will be activated upon Registration and once a full payment has been received by Vodacom and the customer must pay for the Services upfront.
- 5.2. For first time purchases, the customer must sign up for the Services by providing the relevant information (including full name, Vodacom MSISDN, e-mail address, physical address, plan choice, preferred installation date, etc.). Customer will receive option to accept these T&Cs, then receive an OTP to proceed to create an Account, receive the Account details and how to pay, after payment then a Work Order will be created and sent for installation reference
- 5.3. The Charges for the Service provided in these terms and conditions are as per retail charges provided for on the Vodacom website (<https://vodafibre.vodacom.co.tz>). The charges may be varied from time to time upon notice to you via our website, SMS or other public means of communication.
- 5.4. All Charges and tariffs on the Services are subject to the applicable taxes. and duties, which taxes and duties shall be payable by the customer.
- 5.5. The customer may make payments using the methods made available by Vodacom, subject to the applicable Service plan and payment rules. Accepted payment methods include mobile money payment or such other means as specified by Vodacom from time to time.
- 5.6. Early termination of the Services shall not entitle the customer to any prepaid fees. Customers are therefore advised to utilize the full thirty (30) day subscription period before submitting a termination request. Termination submitted prior to the expiry of the subscription period shall take effect at the end of that period, without refund of any unused portion.



5.7. Upgrades/ Downgrades - cannot occur mid-subscription period only once subscription period/ Service Plan ends can customer do upgrades/ downgrades.

5.8. A customer will receive three (5) reminder notifications before the Service period expires. These reminders will be sent via SMS, and or email at the following intervals: seven (7) days, five (5) days, three (3) days, one (1) day and on the day of expiry before the Service period ends.

6. Service plans

6.1. Monthly Recurring Plan

6.1.1. For a customer with a Monthly Recurring Plan, if the debit order results in a payment failure, the Service will be disconnected from one month anniversary time and date of the subscription.

6.1.2. From payment failure, there will be two subsequent debit order actions to the customer's account, if both fail, the Service will be disconnected.

6.1.3. If payment is not received once the 30 days have concluded, the Service will be terminated.

6.1.4. After the Service is terminated, a customer will need to place a new order via the Portal and Mini-App and full payment must be required before the new Service is activated.

6.2. Once-Off or 30-Day Access Plan

6.2.1. If a customer with a Once-Off plan fails to make another package plan purchase before expiry, the service will continue for the remainder of the applicable access plan until the month anniversary of the previous purchase.

6.2.2. Upon expiry, at midnight of the expiry date, the service is suspended, and the customer will be able to purchase new access from the Vodacom prepaid fibre Portal and or Mobile App.

6.2.3. If another Once-Off Plan has not been repurchased, the Service will be terminated.

6.2.4. After the Service is terminated, a customer will need to place a new order via the Portal or Mobile App and full payment of the applicable customer-selected access plan will be required before the new Service is activated.

6.3. Weekly Plan

6.3.1. Customers that have completed a 30-Day Access Plans are eligible to make a subsequent purchase of a Weekly Plan package. The service will continue until seven (7) days lapse.



6.3.2. Upon expiry, at midnight of the expiry date, the service is suspended, and the customer will be able to purchase new access from the Vodacom prepaid fibre Portal and or Mobile App.

6.3.3. If another Weekly Plan has not been repurchased, the Service will be terminated.

6.3.4. After the Service is terminated, a customer will need to purchase a new order for a 30-Day plan via the Portal and or Mobile App and full payment of the applicable customer-selected access plan will be required before the new Service is activated. Thereafter, the customer will be eligible for the Weekly Plan.

6.4. Daily Plan

6.4.1. Customers that have completed a 30-Day Access Plans are eligible to make a subsequent purchase of a Daily Plan package. The service will continue until twenty-four (24) hours lapse.

6.4.2. Upon expiry, the service is suspended, and the customer will be able to purchase new access from the Vodacom prepaid fibre Portal and or Mobile App.

6.4.3. If another Daily Plan has not been repurchased, the Service will be terminated.

6.4.4. After the Service is terminated, a customer will need to purchase a new order for a 30-Day plan via the Portal and or Mobile App and full payment of the applicable customer-selected access plan will be required before the new Service is activated. Thereafter, the customer will be eligible for the Daily Plan.

7. Cancellations

7.1. Pre-connection cancellation

7.1.1. A customer shall not be entitled to a refund after successful Connection and usage of the Service plan.

7.1.2. A customer who has purchased the Service and is awaiting the installation at the Site over 120 hours may, at their sole discretion, cancel their order for the Connection and prior to installation of the Service.

7.1.3. Cancellations will be achieved through logging a request on the Portal and the Mobile App.

7.1.4. On approval of the cancellation, the Work Order will be rendered cancelled and any payment made by the customer will be refunded in full.



7.1.5. This cancellation option does not apply where the period since the Work Order was initiated exceeds one (1) hour or where installation by Vodacom has already commenced.

7.2. Mid-service cancellation

7.2.1. Customers can implement any cancellation or termination request to enable Vodacom to complete processing the cancellation or termination by not making a payment when due at the next payment cycle.

7.2.2. Deactivation and cancellation of the Monthly Recurring Plan will occur on the one-month anniversary day and time of the last purchase.

8. Installation

8.1. The customer shall provide Vodacom and its authorized contractors with safe and reasonable access to the Site for installation.

8.2. Access to Premises/ Site:

8.2.1. Vodacom may refuse or delay installation if access is denied by Customer.

8.2.2. Customers will receive a PIN via SMS and electronic mail for purposes of authenticating Access to Premise/ Site for installation of Service by Vodacom.

8.2.3. For purposes of coordinating installation of the Service, Vodacom, its authorized employees, contractors, agents, engineers or technicians, may contact the Customer on the contact details provided during Registration to confirm the Customer's availability on the scheduled installation date before an engineer or technician visits the Premise/ Site.

8.2.4. Such installation confirmation calls may be made from the following designated numbers: 255790000111; 255790000222; 255790000333; 255790000444; and 255790000555 or such other numbers as Vodacom may notify the Customer from time to time through the Portal, SMS, the Vodacom website or any other official Vodacom communication channel.

8.2.5. The Customer acknowledges that the above numbers are used for outbound installation confirmation purposes only and are not Customer Care, complaint, payment, emergency, fault-reporting or callback numbers.

8.3. Service Connection is subject to successful installation and testing by Vodacom and customer.

8.4. Installation timelines are indicative only and may vary depending on Site, Site conditions, approvals, and or unforeseen circumstances.



8.5. The customer may not remove any CPE or ISP Equipment or device from its current location before and after the expiry of the Service.

8.6. Vodacom shall not be liable for:

8.6.1. delays caused by factors outside its control, including but not limited to instances of Force Majeure; and or

8.6.2. damage to property unless caused by gross negligence or willful misconduct of Vodacom.

8.7. The customer indemnifies Vodacom against claims arising from unauthorized modifications, misuse of CPE or ISP Equipment, or failure to obtain necessary approvals.

8.8. Vodacom may introduce a fee to the customer for a technician being dispatched unnecessarily to the Site, resulting in wasted costs. This may include but shall not be limited to visits where the technician meets at an agreed time but cannot gain access to the premises.

8.9. In the event that the customer has been disconnected and/or inactive for a period of at least sixty (60) consecutive days, a customer may be reconnected without incurring a reconnection fee.

9. Equipment

9.1. Customer Premise Equipment and ISP Equipment

9.1.1. Safekeeping and responsibility of CPE and ISP Equipment shall remain the responsibility of the Customer while it is at the Customer's Equipment.

9.1.2. Where the Service remains inactive for a continuous period of ninety (90) days or more, Vodacom reserves the right to recover and collect such Equipment from the Customer's Premises. The Customer shall provide reasonable access and cooperation to facilitate the recovery of the equipment.

9.2. Equipment Liability

9.2.1. The Customer shall be responsible for the safekeeping and proper use of the Equipment while it is at the Customer's Premises, and such responsibility shall be referred to as Equipment Liability.

9.2.2. The Customer shall bear Equipment Liability for any loss, theft, or damage to the CPE or ISP Equipment, except where such loss or damage is caused by Vodacom's gross negligence or circumstances beyond the Customer's reasonable control.

9.2.3. Vodacom shall not be liable for service interruptions or failures caused by the Customer's breach of Equipment Liability, including misuse, neglect or unauthorized



modification of the CPE or ISP Equipment.

10. Services Usage Restrictions

10.1. We may suspend, bar, restrict or terminate the provision of the Service or both in whole or in part with or without informing you and without any liability whatsoever although, we will, where possible, inform you that such action is or may be taken under the following circumstances:

10.1.1. if you do not comply with any of the conditions relating to the Services including these terms and conditions.

10.1.2. in the event of non-payment or incomplete payment.

10.1.3. if you notify us that CPE has been lost or stolen or any other reasons that might affect our networks including if the customer fails to maintain or safeguard CPE in accordance with Vodacom specifications, resulting in damage, misuse or risk to the Network.

10.1.4. if you engage in fraudulent, unlawful or abusive use of the Service (including activities that compromise Network integrity or security).

10.1.5. if the customer uses the Service in a manner that infringes the laws of the United Republic of Tanzania.

10.1.6. if the customer causes or permits interference with the Network systems or other customers' Service usage.

10.1.7. if required by regulatory authorities, court orders or other competent legal entities.

10.1.8. if the customer provides false, misleading or incomplete information during Registration or in Connection with the Service; and or

10.1.9. if the customer breaches fair usage policies.

11. Customer Support Channels

11.1. A customer may log a fault or complaint regarding the Service via Portal, the Customer Care line (100), social media channels, WhatsApp support channel or Mobile App. Our customer care representatives will handle the reported case(s) in accordance with our standard complaint handling procedures available in our retail shops and on our website.

11.2. If the customer is not satisfied with any aspect of the Service offered, the customer can contact Customer Care who can assist to explain the complaints procedure in more detail. Vodacom will try and resolve a customer complaint as soon as possible. Where the complaint will need to be investigated and or technical assistance, Vodacom will respond to the customer within ten (10) Business Days from when we acknowledge receipt of the



complaint and we may respond to you how long it will take for your complaint to be resolved. If your complaint cannot be resolved, you will be advised accordingly.

11.3. Support levels and escalation matrix:

11.3.1. **Level 1** - ticket creation: - ticket acknowledgement will be within two (2) hours of receipt.

11.3.2. **Level 2** - technical/ remote troubleshooting: - technical response will be within 4 hours of ticket creation.

11.3.3. **Level 3** - on-Site technician: - technician dispatch within 2-48 hours ~~48 hours~~ of escalation.

11.4. In the event of dissatisfaction with the outcome above, a dissatisfied party may within a period of thirty (30) days refer the matter to the Customer Service Desk (Dawati la Huduma) under the Tanzania Regulatory Communication Authority.

12. Force Majeure

12.1. Vodacom shall not be responsible for any delay or failure in performance of any of its obligations, to the extent that such delay or failure is caused by a Force Majeure event. Where a Force Majeure event occurs, Vodacom shall be excused from further performance of its obligations as long as the Force Majeure event prevails.

12.2. If a Force Majeure event endures for a period of more than thirty (30) days, either Party may terminate the Work Order by notice.

13. Termination and Variation

13.1. We reserve the right with prior notice and reason to alter, restrict and/or terminate Services to you in particular, or to the public in general, or to revise these terms and conditions, and/or the prices at which Services are offered, at any time. Such changes will be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

13.2. We reserve the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including but not limited to the right to block access from a particular internet address site and any other Vodacom web sites, features, and networks.

13.3. The terms and conditions detailed herein are subject to change from time to time. The amended terms will be uploaded to the Vodacom website and the Portal. A customer will be notified of any change of Services before implementation through the Portal, Vodacom website, SMS or any other public means of communication.

14. General



- 14.1. Vodacom does not warrant uninterrupted Service and does not offer quality of service, uptime and throughput guarantees.
- 14.2. We have no control over the value or quality of goods, services or content offered by third parties on or through the Services. As a result, we cannot be responsible or liable in any way for and do not endorse any of these goods, services or content.
- 14.3. The Services may be used by the customer to access websites and networks worldwide. We accept no responsibility for the content or services in respect of these and the customer agrees to conform with the instructions issued by those websites and networks relating to your use of those services.
- 14.4. If a customer uses CPE device to access the Network or third-party services it may not be a secure environment unwanted programs or material or viruses may be downloaded to the CPE with or without the customer's knowledge which may give unauthorized access to, or damage CPE and the information stored on it. We are not liable or responsible in any way for such unauthorized access, damage or loss of information on the CPE.
- 14.5. By accepting these terms and conditions the customer agrees that Vodacom shall be sending the customer text messages in relation to customer information and advertisements of its products and services from time to time. If a customer does not wish to receive these messages the customer is required to immediately contact our Customer Care line (100) or visit any Vodacom shop for assistance to be removed from such message receipt.
- 14.6. These terms and conditions will be governed by and construed in accordance with the laws of the United Republic of Tanzania.
- 14.7. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- 14.8. Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

15. Disclaimer

- 15.1. Whilst every effort has been made by Vodacom, its affiliated companies, employees, suppliers, agents and or vendors to ensure Services are provided appropriately, Vodacom, its affiliated companies, the employees, suppliers, agents and or vendors do not guarantee the availability of Services at all times or that Services will be uninterrupted or error free or accurate or secure or complete or meet the customer's requirement. The customer will be notified when Vodacom will have scheduled Downtime or Network is unavailable for reasons beyond our control.
- 15.2. All CPE and ISP Equipment, goods, accessories and services are subject to the warranty provided by the manufacturer of goods or services supplied by Vodacom. A Customer



shall conform to the specifications of the manufacturer, and should a customer find any apparent fault with a good, accessories or service the customer should not attempt to repair the fault. Such faults shall be reported immediately as a warranty claim to Vodacom

1. Data Protection
2. ETA and Engineer tracking updates
3. Minor registration