

TERMS OF SERVICE

REVOLUTION'AIR MINIMUM TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **"Agreement"** means this agreement together with any applicable schedules which shall be deemed to form an integral part of this agreement;
- 1.2. **"Customer"** means the party designated as such in the FITA Customer Agreement;
- 1.3. **"Line of Sight"** means client premises and Revolution'Air towers are in view of each other with no obstruction whatsoever;
- 1.4. **"Revolution'Air"** means Revolution'Air Ltd (Registration Number: 107869876) a private company duly incorporated in accordance with the Laws of the Republic of Rwanda;
- 1.5. **"Initial Period"** means the initial period of twelve (12) months for the Service as specified in the Service Agreement;
- 1.6. **"Equipment"** means RevBox hardware or other supplies used in the provision of the Services and as set out in the Service Agreement;
- 1.7. **"Service Agreement"** means each applicable schedule of fees and specifications for the Equipment and Services as agreed to between Revolution'Air and the Customer;
- 1.8. **"Minimum Monthly Amount"** means the minimum monthly fees payable by the Customer for the Services and Equipment (if any), and as specified in the applicable Service Agreement;
- 1.9. **"Services"** means the Broadband Internet Network services to be provided by Revolution'Air to the Customer and as set out in the applicable Service Agreement.

2. SERVICE AGREEMENTS

- 2.1. Where the Customer requires Services from Revolution'Air, Revolution'Air and the Customer shall enter into a Service Agreement, which will be governed by, and subject to, the terms and conditions set out in this Agreement;
- 2.2. Each Service Agreement shall endure for the Initial Period, where after the Service Agreement shall automatically renew on a 12 months' basis unless and until terminated on 30 (thirty) days written notice.
- 2.3. The Customer may not terminate a Service Agreement during the Initial Period and Revolution'Air is entitled to demand, and the Customer is obligated to make payment of, the Minimum Monthly Amount for so long as the Customer receives the Services and at least for the Initial Term;

3. INVOICING AND PAYMENT

- 3.1. The Customer shall make payment of the Minimum Monthly Amount (which price shall be inclusive of any applicable tax, government charge and the service cost) in the manner, and within the period, specified in the FITA Customer Agreement, free of deduction or set-off.
- 3.2. The Customer's billing cycle starts three (3) days after signing the form set forth under 5.2.1.

3.3. Revolution'Air Ltd will send invoices through Customer's email and/or Customer's self-care portal by the 25th of each month. In the event that the Customer has not received his invoice, he/she may contact Revolution'Air by email at info@revair.rw or by phone (+250) 788 129 500. All invoices included permitted tax under applicable law and regulations, shall be due upon delivery and shall be payable by the Customer not later than 10 days from receiving date of the invoice.

3.4. Revolution'Air shall be entitled to adjust the monthly fees and charges as a result of any regulatory, or government imposed Taxes, duties, or other factors that have a direct and demonstrable impact on such fees and charges. Revolution'Air shall provide fourteen (14) days prior notice in writing of such adjustment or such shorter period of notice as may be reasonable in the circumstances.

4. THE SERVICES

- 4.1. In providing the services to the Customer, Revolution'Air reserves the right to utilize any technology which it has available and which it considers at its discretion as most suitable and reasonable to render services in consideration of the line of sight technical conditions.
- 4.2. Revolution'Air shall be entitled to appoint any of its Affiliates, third party vendors or contractors to provide the Services, provided that it shall be and remain liable with such appointee for the due and proper performance of all the duties, functions and obligations under the Service Agreement.
- 4.3. Revolution'Air will be entitled to assume that the equipment provisioned to a Customer is in good working order until such time as the Customer advises Revolution'Air support of any problems or service breaks.
- 4.4. Where the Customer has a service requirement that is not covered by the existing services, the additional or alternate requirement/s will be addressed on a case-by-case basis, provided that this requirement is brought to the attention of Revolution'Air.
- 4.5. Any faults or service interruption should be reported via one of the channels available on the Revolution'Air website and on FITA Customer Agreement.
- 4.6. It shall be the responsibility of the applicable Revolution'Air to attend to faults reported by the Customer during business hours only. Revolution'Air will apply its reasonable endeavors to have the Services restored in the shortest possible time.

5. APPLICABLE DOCUMENTS

- 5.1. The provision of the Services may be subject to additional terms and conditions, which are available from Revolution'Air on request.
- 5.2. The following legal documents will apply to the provision of the Services and are binding on every person making use of the Services:

5.2.1. FITA Service Acceptance, a form that the Customer signs acknowledging the service availability (access to FITA internet).

5.3. Customer s and potential Customer are encouraged to familiarize themselves with the content of these documents, which are incorporated by reference into this Agreement.

6. SERVICE AVAILABILITY AND CONFIRMATION OF SERVICE AVAILABILITY

6.1. The availability of the Services is subject to a valid site survey conducted by Revolution'Air technicians to determine if the signals distributed from Revolution'Air's towers are available at your location.

6.2. Scheduling a site survey with us does not obligate you to purchase the services.

6.3. The Customer will be advised after confirmation as to whether the Service can be provided, and should Customer decide (in his/her sole discretion) to subscribe for the service.

7. REVOLUTION' AIR LTD NETWORK AVAILABILITY GUARANTEE

7.1 Revolution'Air will offer a reliable and cost effective service. Lines will be offered with an availability of not less than ninety-eight per cent (98%) up time calculated over a period of (1) year.

7.2 For each accumulative hour of Network Unavailability that falls below the 98% guarantee, the Customer shall be credited with an amount equal to the pro rata charge for each hour of downtime.

7.3 Revolution'Air monitors the links and shall produce network availability reports upon request.

7.4 At the Customer's request, Revolution'Air will calculate the Customer's 'Network Unavailability' for any calendar month. The Customer will maintain their own downtime log which will be used together with the Revolution'Air provided log of Network Unavailability to arrive at a consensus on the total number of hours the credit is to be effected for each month.

7.5 "Network Unavailability" is the number of minutes that the Revolution'Air Network was not available to the Customer, outside of the 98% guarantee, but will not include unavailability resulting from:

- Revolution'Air scheduled Network maintenance (outside of normal working hours and with notice of at least twenty-four (24) hours),
- The Customer's applications, equipment, or facilities.
- Acts or omissions of the Customer, or any use of the service authorized by the Customer.
- Reasons of Force Majeure.
- Any act or omission of another network operator.

7.6 The support line available to the Customer for any complaints or queries as per the escalation Matrix. Revolution'Air shall respond within a reasonable timeline except for where delay is caused by reasons of Force Majeure.

8. SERVICE CREDIT

8.1. If the Customer wishes to make a claim for service downtime, the Customer must log a claim with Revolution'Air, who will take the matter for consideration. Any refund will be made to the Customer by Revolution'Air, which has sole discretion whether to accept the Customer's claim. Such credit will exclude any claims for Slow Access caused by force majeure.

8.2. The calculation of time periods for the purpose of calculating any service credit shall only commence upon the reporting of any fault to Revolution'Air support team.

9. CANCELLATIONS & SUSPENSION & TERMINATION

9.1. Customer can cancel the service at any time and for any reason upon giving a 30 days' formal notice.

9.2. Revolution'Air shall suspend or withdraw all or part of any Service at any time if, in Revolution'Air's reasonable discretion any of the following occurs:

8.2.1. The continued provision of the Service will cause Revolution'Air to breach any applicable law or ^{SEP}violate a contravention of its licence; ^{SEP}or

8.2.2. the Customer is in material and continuing breach of any of the provisions of this Agreement including, without limitation, any delay or failure by the Customer to make any payments for services.

9.3. The exercise of Revolution'Air's right to suspend the Services under this clause 8 is without prejudice to any other remedy available to Revolution'Air under this Agreement or the Law and does not constitute a waiver of Revolution'Air's right to subsequently terminate the Agreement. ^{SEP}

9.4. Where Revolution'Air has suspended the Services in terms of clause 9.2 Revolution'Air may refuse to reconnect the Services unless precluded by any law or order of court.

9.5. Revolution'Air reserves the right to terminate services hereunder or under any Service Order Form (6) six days after the services have been suspended and not paid for by the Customer. ^{SEP}

9.6 Either Party may terminate a Service at any time during the contract period, at the end of an Initial Term or Renewal Term by providing the other Party with at least thirty (30) days written notice.

10. AMENDMENTS

10.1. Revolution'Air may update, amend, or replace these terms and conditions at its discretion and with notice by publishing any such terms and conditions on its website. The Customer is obliged to check for changes to such terms.

11. MONITORING OF USAGE

11.1. Revolution'Air monitors its systems for performance and accounting purposes. The information gained thereby and by any other means may be used to ensure compliance with the Service terms and Revolution'Air's Acceptable Use Policy.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1. The Customer hereby indemnifies Revolution'Air and holds Revolution'Air harmless against any claim made by third parties arising directly or indirectly out of the Customer's access to, or use of, the Services or any information obtained through the Services;

12.2. Save as set out in this Agreement, Revolution'Air makes no representations, warranties, or guarantees of any nature in respect to the Services. All warranties that are implied or residual in common law are hereby expressly excluded.

12.3. Revolution'Air accepts no liability for any loss or damage to the property or equipment of the Customer or any third party arising out of the provision, installation or maintenance of the Services.

12.4. Application for, use of, and subscription to the services is at the sole risk of the Customer.

13. EQUIPMENT

13.1. All hardware provided by Revolution'Air will remain property of Revolution'Air into perpetuity.

13.2. Should a Customer cancel their Services, they will be required to return Revolution'Air's equipment provided in the Service Agreement.

13.3. All equipment provided by Revolution'Air will remain the property of the Revolution'Air upon cancellation, suspension or termination.

14. INSTALLATION OF EQUIPMENT

14.1. The Installation Fee is inclusive of the required equipment to access the internet and is charged for over and above the service fee.

14.2. Revolution'Air shall install the connections required for the use of the Internet at the Customer's premises at the price indicated in the FITA Customer Agreement

14.3. Revolution'Air shall make reasonable endeavors to meet the Installation date of at least forty-eight (48) hours following the signing of the FITA Customer agreement by the Customer.

14.4. If the Customer is not the owner of the premises where the equipment is to be installed, the Customer must prior to any installation by the Revolution'Air, obtain permission from the owner of the premises for the installation and the Customer indemnifies Revolution'Air against damages or claims resulting from the failure to obtain such permission including all and any costs which may have to be incurred by Revolution'Air should Revolution'Air have to remove the equipment from the premises.

15. CHANGE OF PREMISES

15.1. If the Customer decides to move and/or relocate to a different location and/or premises where Revolution'Air operates, the Customer will only be charged the installation cost.

16. THEFT AND FRAUD

16.1 If the Customer's service or equipment is lost, stolen or fraudulently used, then Customer is responsible for all usage incurred before Revolution'Air receives notice from Customer of such loss or theft. Customer agrees to cooperate in the investigation of fraud or theft and to

provide Revolution'Air with such information and documentation as may be requested (including affidavits and police reports).

17. DISPUTE RESOLUTION

Any dispute arising between the parties under this Agreement or any applicable other document shall first be resolved through amicable negotiations between parties, in the event that both parties fail to agree the matter shall be submitted to Rwanda Utilities Regulatory Authority (RURA) and if either party does not agree with the decision made by RURA, the matter shall be referred exclusively to competent courts in Rwanda.

18. GENERAL

18.1. The Customer acknowledges that it does not enter into this Agreement on the basis of and does not rely on any representation, warranty or other provision, whether express or implied, except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by the law of the Republic of Rwanda.

18.2. The Customer warrants that it is acting as principal and not as agent for any other person, whether disclosed or otherwise.

18.3. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of Rwanda and the Rwandan courts shall have exclusive jurisdiction.

18.4. The Customer shall be liable for all costs incurred by Revolution'Air in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs on an attorney and own client scale and costs of counsel, whether incurred prior to or during the institution of legal proceedings or if judgment has been granted, in connection with the satisfaction or enforcement of such judgement

18.5. The Customer shall not be entitled to cede or assign and of its rights and obligations in terms of this Agreement to any third party without the express prior written consent of Revolution'Air. Revolution'Air shall be entitled to cede and assign its rights and obligations in terms of this Agreement without the consent of the Customer and without notice.