

## 1. AGREEMENT

The Subscriber subscribes to and the Provider undertakes to provide the following service ("the Service")

1.1 The Provider will provide the agreed mobile voice and data package from the specified mobile service provider.

1.2 The Provider will provide the Subscriber with monthly personalised, itemised usage reports.

## 2. DURATION

2.1 This Agreement will commence on the date of signature and first billing will commence on actual connection ("the Connection Date")

2.2 The term of the Agreement and its fixed prices are contracted as per signed acceptance of proposal. Prices from external vendors are subject to price variances from these vendors.

2.3 The Subscriber's may not cancel this Agreement should there be any wilful interference or hindrance of the Service or inability or failure of its own equipment. Wilful interference and hindrance will include but not be limited to the addition of competing services, failure of Subscriber equipment to function in support of the Service or at all, non-use or limited use of the service, refusal of entry to the Provider authorised personnel to its equipment, tampering or suspension or cancellation of debit orders without prior agreement with the Provider and any of these actions will constitute a major breach.

2.4 Where needed due to poor reception or other factors, the Provider will supply and charge for amplifying equipment and/or antennae to improve the service.

## 3. NO SUPPORT COSTS

Technical support for the service and any Provider provided equipment is on a call-in basis. Any such equipment faults will be attended to at the Provider's offices only on a carry-in basis.

## 4. PAYMENT OF CHARGES

4.1 The Subscriber shall pay at the applicable rate:

4.1.1 In advance: The monthly Connectivity Cost for the continuous connection of the Service which includes connectivity and Rental for customer premises equipment ('CPE');

4.1.2 One month's estimated connectivity and usage cost which may be adjusted,

4.1.3 In arrears: The Call cost payable for each communication call registered and recorded as having been made with the Service and as a unit of time.

4.2 All payments by debit order or other pre-arrangement within three working days after the date of the invoice issued by the Provider in respect thereof. Subscribers not paying by debit order are subject to an administration fee of R25 per site. The Provider reserves the right to require prepayment on the Service when the Customer has defaulted on payment.

## 5. NO WITHOLDING

The Subscriber is not entitled to withhold any payment for any reason whatsoever and neither shall the Subscriber be entitled to claim a remission of Connectivity charges unless the Provider fails to maintain the Services.

## 6. INTEREST

The Provider shall be entitled to charge interest on overdue amounts at 15, 5% per annum calculated from due date to date of receipt of payment in full.

## 7. CHANGES IN TARIFFS

Should the charges payable for the Services by the Provider's Service cellular Providers change; the Provider may adjust the charges payable by the Subscriber in terms hereof accordingly. The terms and prices in this Agreement remain confidential and may not be divulged.

## 8. BREACH

8.1 If the Subscriber fails to make payment of any amount payable on due date, the Provider shall be entitled, immediately and without prior notice, to either cancel this agreement or claim specific performance, without prejudice to its rights to claim damages.

8.2 If a party breaches any other term or condition of this agreement and fails to remedy such breach within 14 (fourteen) days of notice by the aggrieved party by registered mail requiring it to remedy such breach, the aggrieved party shall be entitled without further notice to cancel this agreement or claim specific performance without prejudice to its rights to claim damages.

## 9. CERTIFICATE

A written certificate issued and signed by any Director of the Provider shall constitute prima facie proof of the amount and extent of any indebtedness of the Subscriber to the Provider for purposes of Summary Judgement and/or Provisional Judgement proceedings. It is hereby agreed that, in the event of such certificate being issued, the Subscriber will carry the burden of proving, on a balance of probabilities, that such amount is not due and payable.

## 10. COSTS

The Subscriber shall on demand pay all expenses actually incurred by the Provider either on behalf of the Subscriber or as a result of the Subscribers non-compliance with any provision of the Agreement including collection charges and legal costs calculated on an attorney-own client scale.

## 11. JURISDICTION

The Subscriber agrees to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Courts Act or by the Provider sole choice, it may refer any dispute arising from or in connection with this Agreement to be finally resolved in accordance with the Rules of Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.

## 12. OWNERSHIP

All equipment sold by the Provider remains the property of the Subscriber but the SIM remains the property of the Provider for the duration of the Agreement.

## 13. DAMAGES

13.1 The Provider shall not be liable to the Subscriber for any damages or whatsoever nature, arising from any matter related to this Agreement whether indirect, consequential, loss of revenue or profit or savings.

13.2 The Subscriber's remedies in the event of a breach of Agreement by the Provider shall be limited to a claim in respect of a repayment of the Connectivity charges for the period in question.

13.3 The risk of damage to, destruction or theft of equipment provided under this Agreement shall pass to the Subscriber on date delivery of the equipment and the Subscriber will insure the goods at its applicable rates.

## 14. WAIVER

The Subscriber agrees that no indulgence whatsoever by the Provider will affect the terms of this agreement or any of the rights of the Provider and such indulgence shall not constitute a waiver by the Provider in respect of any of its rights herein. Under no circumstances will the Provider be stopped from exercising any of its rights in terms of this Agreement.

## 15. VARIATION

The parties agree that this Agreement (a) represents the entire Agreement between the Subscriber and the Provider and that no alterations or additions to this Agreement shall be effective or binding unless agreed to by both parties, reduced to writing and signed by the Subscriber and a duly authorised representative of the Provider; (b) will govern all future contractual relationships between the parties; (c) is applicable to all existing debts between the parties; (d) is final and binding and is not subject to any suspensive or dissolutive conditions; and that (e) any conflicting conditions stipulated by the Subscriber are expressly excluded; (f) these terms supersede all previous conditions without prejudice to any securities or guarantees held by the Provider.

## 16. TERMINATION

Should the Subscriber terminate the Agreement for any reason other than the Provider un-remedied breach as per 8.2 or should the Provider terminate this Agreement because of the Subscriber's non-payment or breach, the full Connectivity cost for the remaining portion of the agreement term becomes due and payable immediately.

## 17. TEMPORARY SUSPENSION

The Provider may suspend the provision to the Subscriber of the Services in whole at any time without notice to the Subscriber under the following conditions:

17.1 If it is necessary to facilitate any modification, maintenance or remedial works in respect of the Service or the Equipment although all reasonable efforts to keep such event to a minimum will be used, or

17.2 If the Subscriber does not comply with, or is in breach of any of the terms of this Agreement including non-payment,

17.3 The Subscriber shall remain liable for all charges payable during the period of the suspension as well as a R500 reconnection fee per sim for a suspension per 17.2.

## 18. LIABILITY FOR CHARGES

If the Services are suspended for any reason whatsoever, the Subscriber will remain liable for all charges accrued up to the date of such suspension and for Connectivity charge during such suspension.

## 19. CESSION

The Provider shall be entitled to cede and transfer all or some of its rights in terms of this Agreement.

## 20. RICA ACT 2002

The Subscriber will provide and sign all documentation required in terms of this and other applicable Acts.

## 21. CLOSED USER GROUP FAIR USAGE POLICY

The Provider may consent to the use of Closed User Group service between branches of the same entity provided that SIM's at each entity site is set-up for and subscribed to the CUG service; that the CUG is only applicable to calls between these SIMs; that a Fair Use Policy will apply which may be altered at any time; that the Fair Use Policy is initially 120 minutes of CUG per SIM per month without carry-over to subsequent months and that minutes used over the CUG limit will be billed at the Subscriber's contract rates.

## 22. NETWORK TERMS AND CONDITIONS

The Network Standard Terms and conditions pertaining to the service may be found at <http://www.telkmobile.co.za/plans/postpaid-voice>