

Standard Terms and Conditions: Digital Direct Voice Services

1. AGREEMENT

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

1.1 The Provider will provide and direct fixed line audio communication from and to communication destinations from the Subscriber's premises on an exclusive basis.

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

1.3 The Subscriber consent and authorises the Provider to enable the porting of the subscribers' number ranges to the Geographic Number Porting Company (Pty) Ltd .

2. DURATION

2.1 This Agreement will commence on the date of signature and first billing will commence on actual connection ("the Connection Date") and will endure, as per the agreed Proposal.

2.2 **The Provider warrants that the Subscriber will realise the minimum uptime levels as specified by ICASA, as issued from time to time.**

2.3 The Subscriber consents to a 'settling in' period not exceeding 60 days from installation in which technical, access, quality and reliability factors will be optimised.

2.4 The Subscriber's may not cancel this Agreement should there be any wilful interference or hindrance of the Service by the Subscriber or an incompatibility 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.

3. TERMINATION

Should the Subscriber terminate the Agreement for any reason other than breach as per 8.2 or should the Provider terminate this Agreement because of the Subscriber's non-payment or breach, the full remaining rental portion up to the contracted termination date becomes due and payable immediately.

4. SUPPORT COSTS

The Service is inclusive of reasonable cost of maintenance, service and support to keep the Service operational for the duration of the agreement. Call-outs to attend issues that relate to non- The Provider equipment will be charged at the prevailing rates, available on request.

5. PAYMENT OF CHARGES

5.1 The Subscriber shall pay at the applicable rate:

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

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

5.1.3 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.

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. A subscriber electing not to pay by debit order is 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 or when the Subscriber risk profile warrants this.

6. 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.

7. INTEREST

The Provider shall be entitled to charge interest on overdue amounts at Prime plus 8% per annum calculated from due date to date of receipt of payment.

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. CHANGES IN TARIFFS

Should any charges payable for Services by the Provider's Service Providers or Vendors change, the Provider may adjust the charges payable by the Subscriber giving reasonable notice in terms hereof accordingly. The terms and prices in this Agreement remain confidential and may not be divulged. The international US\$ licence costs are charged in local Rand equivalent.

10. 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.

11. COSTS

Should the Subscriber be in default, it will be liable to pay all expenses actually incurred by the Provider either on behalf of the Subscriber or as a result of the Subscriber's non-compliance with any provision of the Agreement including collection charges and legal costs calculated on an attorney-own client scale.

12. 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.

13. OWNERSHIP

All equipment supplied by the Provider remains the property of the Provider at all times whether such goods are attached to other property or not.

14. SITE PREPARATIONS, CONTINUATION AND PROGRAMMING

The Subscriber undertakes to issue an order for and pay all charges for programming, enhancements, additional equipment and set-up of its own CPE and site to utilise the Service and for costs of any delays arising from actions or inactions of its CPE vendor or its staff in doing all necessary and requested actions to prepare and keep up the CPE and site for operation with the Service. The Provider may, on behalf on the Subscriber, authorise and contract for such CPE and other vendors for the continuation of service.

15. CHOICES

The connectivity choice and quantity of connections, equipment types and models shall be solely determined by the Provider based on the analysis of the Subscriber's needs and changed with written consent, from time to time.

16. DAMAGES

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

16.2 The Subscriber shall take all necessary care to protect the Provider's equipment against theft, damage and unauthorised use in compliance with the Provider's insurance

16.3 The Subscribers shall notify the Provider immediately in writing if the goods or any part thereof are lost, stolen or damaged and shall do all that is reasonably required for the successful submission of a claim to the insurers.

17. 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.

18. 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) is applicable to all existing debts between the parties; (c) 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; (d) these terms supersede all previous conditions without prejudice to any securities or guarantees held by the Provider.

19. 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:

19.1 If it is necessary to facilitate any upgrades, 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

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

19.3 The Subscriber shall remain liable for all charges payable during the period of the suspension as well as a R500 reconnection fee per site for a suspension per 19.2

20. 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.

21. CESSION

The Provider shall be entitled to cede, assign and transfer all or some of its rights in terms of this Agreement with prior notification

22. RICA ACT 2002

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