

## SUBSCRIBER STANDARD TERMS AND CONDITIONS

### Subscriber Details

Name Of Company:	
Company Registration Number:	
VAT Registration Number:	
Contact Number:	
Physical Address:	

#### 1. INTRODUCTION

1.1. With effect from the date of acceptance hereof by Converged Telecoms ("Converged"), ("the subscriber") identified on the face page hereof appoints Converged to provide telecommunications and related services requested by the subscriber and from time to time ("the services") to and/or on behalf of the client in accordance for the provisions hereof.

1.2. The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by Converged from time to time.

1.3. The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by Converged in its sole discretion. The offer will be considered once received by Converged Telecoms at Converged's premises, which premises will be the offices of Converged at 75 Witkoppen Road, Northriding, Randburg, JHB. Connection of the subscriber shall be deemed to constitute acceptance of the offer by Converged and commencement of this agreement. This agreement shall become binding between Converged and the subscriber whether or not the subscriber was notified of the acceptance of the offer. The subscriber herewith expressly dispenses with notification of acceptance of the offer by Converged.

#### 2. DURATION

2.1. This agreement shall continue for the relevant contract period reckoned from the date of acceptance hereof by Converged ("the initial period") and thereafter shall continue unless terminated by either party by the giving of 30 (thirty) days written notice of termination.

2.2. Any notice of termination or any other notice whatsoever by the subscriber to Converged shall be in writing by delivery by hand to the premises of Converged or via email with a follow up call of to Converged.

2.3. In the event of death of the subscriber or in the event that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with its creditors or allows a judgment to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21 (twenty one) business days after the date of the judgment then the other party shall be entitled immediately to terminate this agreement.

2.4. Termination of this agreement does not relieve the subscriber from the liability to pay charges for the initial period plus notice period.

2.5. The subscriber may discontinue a service before the relevant contract period has expired by advising Converged of such discontinuation with at least 30 (thirty) days' notice in writing in which event such service shall be discontinued on the required termination date specified in the said notice. In such event Converged shall invoice and the subscriber shall pay to Converged an early cancellation charge ("the early cancellation charge") calculated as set out in 2.6 and 2.7 below.

2.6. The early cancellation charge shall be calculated as follows: using the service charges applicable to the contract period option corresponding to the number of completed years since the activation date for the relevant service, the total amount that would have been paid by the subscriber, had the subscriber originally subscribed to such contract period option,

2.7. Should the subscriber give notice of discontinuation of a service before the expiry of 1 (one) year, the early cancellation charge shall be the difference between the service charges applicable to the 1 (one) year contract period calculated over a period of 12 (twelve) months, and the service charges invoiced by Converged as from the actual activation date up to the date of calculating the early cancellation charge.

2.8. Should the subscriber give notice of discontinuation of a service after the expiry of one (1) year but preceding the expiry of two (2) years, the early cancellation charge shall be calculated to the nearest preceding twelve (12) months and calculated in accordance with clause 2.7 above mutatis mutandis.

2.9. Should the subscriber give notice of discontinuation of a service after the expiry of two (2) years but preceding the expiry of three (3) years, the early cancellation charge shall be calculated to the nearest preceding twelve (12) months.

2.10. The above calculation determination period shall apply mutatis mutandis for every succeeding year until fulfilment of the full contractual period.

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2.11. Furthermore, the Subscriber hereby acknowledges and accepts that the above clauses 2.7, 2.8, 2.9 & 2.10 shall strictly and only find application under circumstances where the Subscriber's account is not in arrears at the time of its request for early cancellation. In the event that the Subscriber requests such early cancellation in circumstances of the Subscriber's breach and/or any default on any payment, Converged reserves the right to cancel the contract and claim payment for the remainder of the period of fulfilment of the agreement, together with charges and/or fees for services already rendered, but not paid for.

2.12. It is hereby agreed and understood between the parties, that early cancellation shall only be effected upon payment made by the Subscriber of the requested early cancellation fee and received by Converged. The Subscriber hereby understands that until payment is made by the Subscriber of the early cancellation fee, the agreement shall remain binding and enforceable and continue for the full contractual period without cancellation and based on the actual period for which the service had been available to the subscriber, is calculated.

### 3. PROVISION OF SERVICES

3.1. The subscriber acknowledges that Converged is a service provider that operates and manages the network and the functioning, operation, regulation and coverage area of the network and certain related services provided to the subscriber in terms hereof.

3.2. The subscriber shall have no claim of whatsoever nature and howsoever rising against Converged or to withhold payment of any monies due in terms hereof should any of the networks temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the services or facilities provided by any network operator or Converged be temporarily unavailable.

3.3. The subscriber shall not be entitled to set-off or deduct any monies in respect of temporarily unavailable services and other services.

3.4. Converged shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without Converged incurring any liability whatsoever in the event of non-availability of the service or if any agreement giving Converged the right to render the service, or any part thereof, or giving Converged access to anything relating to the service, is suspended, cancelled, varied or terminated.

### 4. CHARGES

4.1. The subscriber shall pay to Converged:

4.1.1. Upon commencement hereof, the initial installation and set-up charge and any other introductory or commencement charges; and

4.1.2. Monthly in advance, the monthly subscription charges; and

4.1.3. monthly in arrears, or as and when billing is passed on, the total usage charges and/or generated by the subscriber in conjunction with each billing period and any other charges payable in respect of the services requested by the subscriber or other charges levied by Converged from time to time; and

4.1.4. Upon demand, a deposit of an amount determined by Converged in its sole discretion which shall not bear interest; and

4.1.5. Value Added Tax at the applicable rate on all VAT charges and services. All charges, unless otherwise stated exclude Value Added Tax.

4.2. The charges for monthly billing.

4.3. The charges payable by the subscriber to Converged for the provision or facilitation of the services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by Converged.

4.4. The subscriber agrees that Converged shall be entitled from time to time to vary the charges payable by the subscriber to Converged for the services.

4.5. The subscriber acknowledges that data and other services are rendered to the subscriber by means of which are issued to the subscriber personally and which facilitates access to the network and the services. The subscriber will be liable for all charges applicable to hardware issued to the subscriber, irrespective of whether or not such hardware has been used by the subscriber or whether any other has been requested by the subscriber. Until Converged has received notification in writing from the subscriber and confirmed such notification that the equipment has been stolen or destroyed, the subscriber shall be liable for all data and other charges howsoever and by whomsoever for the replacement costs thereof.

4.6. Converged's monthly statement of charges shall be prima facie proof of the amounts owed by the subscriber to Converged in terms hereof and of the other facts stated therein and should the subscriber dispute the number, duration or amount charged in respect of any services rendered by Converged, then the subscriber shall bear the onus of proving that Converged statement is incorrect in respect of such charges.

4.7. Notwithstanding anything to the contrary contained in this Agreement, the subscriber shall be entitled to cancel an order prior to the provision of a particular service by Converged.

4.8. Upon such cancellation, Converged shall be entitled to charge the subscriber such costs and expenses as have been incurred by Converged up to the date of receipt of such notice of cancellation.

### 5. PAYMENT

5.1. No monies shall be accepted via cheques or the postal services. Payment may only be made by the subscriber to Converged via Electronic Transfer (EFT) or Debit order.

5.2. The subscriber agrees that payment shall only have been made to Converged when the monies remitted by the subscriber have been received into Converged bank account.

5.3. Should any debit order payment be returned unpaid or stopped or be rejected for whatsoever reason or should Converged exercise its right to suspend the provision of the services due to late or non-payment of any monies due in terms hereof by the subscriber, then the subscriber shall pay an administration charge as may be levied by Converged from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by Converged.

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5.4. All monies payable by the subscriber to Converged in terms hereof shall be paid timorously on due date, free of deduction or set-off to Converged's principal place of business.

5.5. All payments must be effected within 7 (seven) days of invoice date or where payment is effected by debit order then such payment must be effected on Converged's direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.

5.6. All arrear payments shall attract interest at the rate of the prime lending rate of First National Bank as it may be from time to time, calculated from due date to date of payment.

5.7. Converged shall be entitled to apply the deposit as per clause 4.1.4 or any portion thereof towards any monies which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit.

5.8. The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of Converged whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle Converged to apply for judgement against the subscriber and to obtain summary judgment or provisional sentence, as the case may be.

## 6. CREDIT LIMIT

6.1. Converged shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and Converged shall be entitled to suspend the services should the subscriber exceed such maximum amount.

6.2. Converged shall be entitled to demand that the subscriber pay a deposit in an amount determined at Converged's sole discretion. Any portion of such deposit not consumed shall be credited towards the subscriber's future liabilities for amounts owed in terms of this agreement.

## 7. EQUIPMENT

7.1. All risk of loss, theft, destruction or damage to or malfunction of the equipment, being the property of Converged, and which is provided to the subscriber, shall vest in the subscriber.

7.2. Where the subscriber purchased equipment from Converged then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 12 months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. Converged may require the subscriber to make available the equipment to Converged or its nominee for inspection of the equipment at a time and place to be arranged by Converged or its nominee.

7.3. Should Converged accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and Converged shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.

7.4. Should the subscriber fail to pay any monies due in respect of equipment or accessories purchased, leased or loaned from Converged then Converged shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof.

7.5. Should Converged loan equipment to the subscriber whilst the subscriber's owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to Converged and all risk in and to such loaned equipment shall vest in the subscriber until the subscriber returns it to Converged at the subscriber's own cost. Should the subscriber fail to return the equipment to Converged when asked to, then Converged shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R1 000 (one thousand rand) per day reckoned from the due date of return or demand, whichever is the earlier, until the loaned equipment is returned to Converged. The provisions of this agreement shall mutatis mutandis apply to such loaned equipment and its use.

## 8. LIMITATION OF LIABILITY

8.1 Converged shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer, whether caused directly or indirectly by the subscriber's equipment or the use thereof, or any other circumstance whether caused by any person, animal or naturally occurring event, which causes any of the networks to temporarily or otherwise fail, malfunction, provide no or poor coverage, or should any of the services or facilities provided by any network operator or Converged be temporarily unavailable for any reason beyond Converged's control.

## 9. BREACH

9.1. Should the subscriber breach any provision of this agreement including failing to pay Converged any monies due in terms of hereof on due date, then Converged shall be entitled, without prejudice to any of its other rights arising out of this agreement forthwith and without any liability towards the subscriber, to suspend its provision to the subscriber of the services in whole or in part and/or to disconnect the subscriber and/or the equipment from the network and/or to render the equipment inoperable by whatever means.

## 10. LEGAL COSTS

10.1. Should Converged instruct its attorneys to enforce any of Converged's rights arising from this agreement or to institute action against the subscriber, then the subscriber shall be liable for all legal costs on attorney and own client scale including any collection commission incurred by Converged and the subscriber shall upon demand pay such costs.

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## 11. DOMICILIUM

11.1. The parties choose as domicilium citandi et executandi ("domicilium") the address set out as follows: Converged , 75 Witkoppen Road, Northriding, Johannesburg.

11.2. The subscriber appoints his/her physical or residential address specified on the face hereof.

11.3. Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

## 12. UNDERTAKING AS CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY

12.1. If the subscriber as identified on the face page hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this agreement on behalf of the subscriber and, if applicable, to sign the debit authorization on the subscriber's bank account. By his signature hereto, the signatory hereby binds himself as co-principal debtor for the subscriber unto and in favour of Converged for the due and punctual fulfilment of all of the subscriber's obligations to Converged arising out of this agreement including the payment of all charges, fees, penalties and liquidated damages. The signatory as co-principal debtor hereby renounces and waives the benefits of the legal defences of excussion, division and cession of actions and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.

## 13. GENERAL

13.1. The subscriber hereby consents to Converged conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, Converged shall be entitled to, immediately and without prejudice to any other rights that Converged may have, terminate this agreement in terms of clause 2.1

13.2. Any subsequent changes that affect the information supplied to Converged such as bank account details must be brought to the immediate attention of Converged.

13.3. The subscriber hereby agrees to abide by Converged's acceptable usage policy. Should Converged suspect or find evidence of violation of the acceptable usage policy or network traffic that interferes with Converged 's network, the subscriber hereby agrees to be disconnected until the violation and / or interfering network traffic is removed.

13.4. The subscriber hereby agrees that Converged may, in addition to any of its other rights in terms of this agreement or otherwise, list any default information of the subscriber with any credit information bureau, and the subscriber agrees to the disclosure by Converged to any third party, of any information pertaining to the subscriber or this agreement, to the extent that such disclosure is necessary for the conduct of Converged 's business, or is required by any relevant statute, regulation or license.

13.5. Converged shall be entitled to cede its rights and/or to delegate its obligations arising from this agreement and/or assign this agreement, wholly or partly, to any other third party. The subscriber shall not be entitled to cede or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the operations manager or a director of Converged.

13.6. No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by both parties.

13.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show subscriber and a director of Converged. This document contains the sole and entire record of the agreement between the parties.

13.8. Where Converged is represented by any duly authorised representative, his authority need not be proved.

13.9. The subscriber agrees that this agreement, in particular the face page hereof, may be scanned and the paper version destroyed, and hereby agrees to the scanned version.

## 14. FORCE MAJEURE

14.1. A Party shall not be deemed in default of any of its obligations under this Agreement, if, and to the extent that, performance of such obligation is prevented or delayed by an event of force majeure, provided that such event is not caused by the negligence of that Party, and that Party has notified the other in writing of the event of force majeure. The notifying Party shall use all reasonable endeavours to avoid or minimise the effects and if an event of force majeure continues for a continuous period of more than 45 days, the other Party shall be entitled to terminate this Agreement.

## 15. CONFIDENTIALITY

15.1 During the course of this Agreement, each Party may disclose to another Party certain proprietary information (including trade secrets, know-how, software, techniques, product plans, marketing plans, customers, inventions, improvements and research data) ("Confidential Information") of a character regarded by the disclosing Party as confidential. Each Party and each of its Associates, directors, officers, employees, representatives, agents or professional advisers to whom disclosure is made shall hold all Confidential Information and the terms of this Agreement in confidence, and shall not disclose such information to any third party or apply it to uses other than the recipient's performance of this Agreement.

## 16. NON-SOLICITATION

No Party shall, during the continuance of this Agreement and for a period of 2 years immediately following the date of termination of this Agreement, directly or indirectly offer employment or solicit any other form of contract for services to another Party's employees, or to the employees of an Associate of another Party.

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Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

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Full Name of Client representative who warrants he/she is duly authorised

_____	_____	_____
Position	Signed	Date

_____	_____	_____
Witness	Signed	Date

_____	_____	_____
Converged Authorised Representative	Signed	Date