

VEZA ICT

INDIVIDUAL SUBSCRIBER AGREEMENT TERMS & CONDITIONS

THE SUPPLIER AND THE CONTRACTOR AGREE THAT THE COMPANY WILL RENDER THE SERVICES TO THE SUBSCRIBER, ON THE FOLLOWING TERMS AND CONDITIONS:

1. **DEFINITIONS AND INTERPRETATION**
 - 1.1. In this Agreement the following expressions, words or phrases, shall bear the meanings assigned to them below:
 - 1.1.1 **"Agreement"** shall mean the agreement as set out herein together the Individual Subscriber Agreement;
 - 1.1.2 **"Commencement Date"** shall mean the date of activation of the Services;
 - 1.1.3 **"Disclosing Purpose"** shall mean:
 - 1.1.3.1 to render the Services requested;
 - 1.1.3.2 for the ordering, delivery and instalment of the Equipment;
 - 1.1.3.3 to invoice and to communicate with the Subscriber;
 - 1.1.3.4 confirming, verifying and updating Subscriber details;
 - 1.1.3.5 conducting market or customer satisfaction research; and
 - 1.1.3.6 in connection with and to comply with legal and regulatory requirements or when it is otherwise allowed by law;
 - 1.1.4 **"Personal Information"** shall mean title, full names, initials and identity number/ passport number of natural person, registration name and number of juristic person, contact number, email addresses, fax numbers, postal addresses and physical addresses or such other information as may be required by the Supplier to render the Services;
 - 1.1.5 **"System"** shall mean the fixed fibre line, or any other means by which telecommunication services are provided by the Supplier;
 - 1.1.6 **"Services"** shall mean the basic telecommunication service and any other such service the Supplier may at its option choose to make available to the Subscriber;
 - 1.1.7 **"Subscriber"** shall mean the party receiving the Services from the Supplier, which details can be obtained in the Individual Subscriber Agreement;
 - 1.1.8 **"USI"** shall mean the unique Subscriber identity, which identifies the Subscriber to the System and allows access to the System and Services;
 - 1.1.9 **"Tariff"** shall mean the tariff of charges as published and amended from time to time by the Supplier in its sole discretion;
 - 1.1.10 **"Equipment"** shall mean the data apparatus, together with all additions or accessories thereto including hardware, software and intellectual property, as specified in this Agreement and its schedules, if applicable; and
 - 1.1.11 **"Monthly Access Charge"** shall mean the monthly charge for being connected to the System as specified in the tariffs.
 - 1.2. Words that have not been defined in this Agreement but have a generally and commonly understood meaning and context in the Information Technology and Telecommunication sector will be interpreted as having that meaning and context.
2. **CONNECTION TO THE SYSTEM AND PROVISIONS OF THE SERVICES**
 - 2.1. The Supplier shall allocate a USI to the Subscriber and connect the Subscriber to the System and the Supplier shall use its best endeavours to make the Services available to the Subscriber throughout the duration of this Agreement.
 - 2.2. The Subscriber acknowledges that he will be liable for all charges for the Services rendered through the System uniquely identified by said USI at the rates as specified by the Supplier.
 - 2.3. The Subscriber acknowledges and agrees that the Supplier can only guarantee the Services if the other telecommunication equipment, including but not limited to modems, routers, switches and hubs, connected to the System is approved by the Supplier.
 - 2.4. The Subscriber hereby agrees that all necessary and adequate precautions will be taken to ensure that no unauthorised and/or fraudulent usage of the Services occurs. Pursuant to this clause, the Supplier shall not accept any liability of whatsoever nature or howsoever arising as a result of this clause not being fully adhered to by the Subscriber.
 - 2.5. In the event of a more suitable or advantageous means of the System becoming available to the Subscriber at any time, the Subscriber agrees that the Supplier will be given first right of refusal of the provision of any service(s) made available via said system. The Subscriber acknowledges that these service(s) may be made available by the Supplier at an additional charge and that additional or replacement Equipment may be required.
3. **PAYMENT**
 - 3.1. In consideration of the provision of the Services or Equipment, whatever the case may be, the Supplier shall debit the Subscriber for the amount in each invoice monthly in advance by no later than the 6th (sixth) of each month whether the Services have been or are being utilised by the Subscriber or not.
 - 3.2. Should any debit order be returned unpaid or stopped for whatsoever reason or should the Supplier 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 (**R100-One-hundred Rand**) as may be levied by the Supplier 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 the Supplier.
 - 3.3. Any and all applicable national and local taxes, fees, surcharges and all other related charges that may be imposed or levied on the Subscriber as a result of this Agreement or by any appropriate statute or regulation which provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, **"Taxes"**) will be paid by the Subscriber.
 - 3.4. The Subscriber shall not be entitled to set off or deduct any monies in respect of disconnected or temporarily unavailable Services.

4. DURATION

Subject at all times to the provisions of clause 8 (Termination clause), this Agreement shall commence on the Commencement Date and shall continue for a minimum period as stipulated on the Individual Subscriber Agreement as **"Agreement Period"** thereafter may be terminated by the Supplier giving notice to Subscriber in terms of clause 8 (Termination clause) or by the Subscriber giving the Supplier not less than 30 (thirty) days written notice of termination.

5. INSTALLATION OF EQUIPMENT

- 5.1. The Subscriber shall allow the Supplier or its approved representative to carry out such work at the Subscriber's premises as is necessary to install the Equipment to effect implementation of the Services and indemnifies the Supplier, its directors, employees, agents or approved representatives against all damages, costs and expenses incurred in performing such implementation and as a result of such implementation.
- 5.2. Should the Equipment installed at the Subscriber's premises be damaged, lost, stolen, un-operational or undergoing repair, the Subscriber agrees that this Agreement is not conditional upon such availability or operation of the Equipment and this Agreement shall continue in full force and effect and the Subscriber shall continue to pay all amounts due in terms hereof.
- 5.3. The Subscriber shall provide the necessary space, electricity supply and environmental conditions required for the Equipment, all at the Subscriber's cost.
- 5.4. All Equipment not bought and paid for in full by the Subscriber will remain the sole and exclusive property of the Supplier until paid for in full and nothing contained herein will give or convey to the Subscriber any right, title or interest whatsoever in such Equipment, which will at all times be and remain personal property of the Supplier notwithstanding that it may be or become attached to or embedded in realty.

6. LIMITATION OF LIABILITY

- 6.1. The Supplier gives no warranties, representations, guarantees or undertakings express or implied, concerning the Equipment and/or the Services. Neither the Supplier nor its holding company, any of its subsidiaries, sub-contractors, employees, affiliates or agents shall be liable or responsible for any loss or damage of whatsoever nature or howsoever arising in consequence of any omission by the Supplier, its holding company, its subsidiaries, subcontractors, employees, affiliates or agents in the supply or failure of the Equipment and/or the Services or otherwise, irrespective of whether such lessor damage is attributable to the fault or negligence of the Supplier, its holding company, its subsidiaries, sub-contractors, employees, affiliates or agents.
- 6.2. The Supplier shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Subscriber whatsoever no matter when or how, arising out to the provision of the Services or otherwise, whether direct or in direct, consequential or contingent and whether foreseeable or not and in particular not be liable for financial loss of profits, contract, business anticipated, savings user goodwill.
- 6.3. The Subscriber acknowledges and agrees that the Services' quality and coverage available to the Subscriber shall be limited to that provided by the data, fixed line, wireless or GSM Network Providers and the Services may from time to time be adversely affected by physical features such as buildings and underpass as well as atmospheric conditions and other causes of interference.
- 6.4. The Services provided by the Supplier expressly exclude problems caused by any misuse or unauthorized tampering with hardware or software, electrical malfunction, any misuse, willful act or default attributable to the Subscriber, its agents, employees or sub-contractors, force majeure or irregular or fluctuating electrical power supply.
- 6.5. Although all reasonable effort is made, the Supplier makes no guarantee that the Services will be rendered and transmitted error free or without virus, and further that the Services are secure from unlawful access.

7. USE OF THE SERVICE, STATUTORY AND REGULATORY PROVISIONS AND SUBSCRIBER APPARATUS

- 7.1. The Subscriber shall at all times comply with all statutory or other regulatory provisions relating to wireless telegraphy and telecommunications services applying to the provision and use of the Services, from time to time. In addition, the Subscriber shall:
 - comply with any instructions issued by the Supplier which concern the Subscriber's use of the Services or connected matters and provide the Supplier with all such necessary information that the Supplier may reasonably require; and
 - only use apparatus which is approved for use with the System by the Supplier in writing.
- 7.2. The Supplier warrants that it is licensed with the relevant South African authorities to render all the Services as outlined in this Agreement.

8. TERMINATION

- 8.1 The Supplier may terminate this Agreement by notice if:
- 8.1.1 any license to operate or use the System is revoked, terminated or modified for any reason either in whole or in part.
- 8.1.2 the Subscriber is in breach of any of the terms of this Agreement and has failed to remedy the breach within 7 (seven) days of written notice by the Supplier; or
- 8.1.3 a receiver or liquidator is appointed in relation to the Subscriber or an application for the sequestration or the winding-up of the Subscriber is made or any warrant of execution is issued against the Subscriber. In this case the Supplier may terminate this Agreement with immediate effect.
- 8.2 It is agreed that the Subscriber may cancel this Agreement by giving 7 (seven) days prior written notice if the Supplier can no longer perform its duties under this Agreement by way of Legislation being passed by an Act of Parliament or a court ruling, after final appeals have been heard ordering the termination of the Services.
- 8.3 Pursuant to clause 4 (Duration Clause), within 12 (twelve) months from the Commencement Date, should the Subscriber terminate this Agreement for any reason other than default by the Supplier or should the Supplier terminate this Agreement as a result of default by the Subscriber, then the Subscriber will pay the Supplier: (a) 100% for any unpaid amounts for the terminated Services/outstanding purchase price of Equipment through the date of termination; (b) 100% of installation costs; (c) any special build costs; and (d) any service provider charges associated with disconnecting the Services. The parties agree and place on record that the early termination fee is considered to be both fair and reasonable.

9. ASSIGNMENT AND CESSION

The Subscriber shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this Agreement to any third party without The Supplier's prior written consent.

10. VARIATION OF CHARGES

The Supplier may vary all or any of its charges (including but not limited to the charges described in the Individual Subscriber Agreement of this Agreement, any charges in respect of benefits provided to Subscribers and in respect of value-added services) by publishing an amended tariff, such variation to take effect after 30 (thirty) days written notice.

11. NOTICES

All notices required to be given under this Agreement will be deemed to have been properly served if sent by pre-paid registered post or delivery to the parties principal place of business, or to any address either party has given to the other for this purpose from time to time.



12. PROTECTION OF PERSONAL INFORMATION

- 12.1 The Subscriber hereby gives the Supplier permission to collect and process the Personal Information and acknowledge that it understands the purpose for which it is required and for which it will be used.
- 12.2 The Supplier undertakes and agrees that the Subscriber's Personal Information will only be processed by the Supplier to give effect to the Disclosing Purpose.
- 12.3 The Subscriber warrants that it is duly authorised to disclose the Personal Information to the Supplier.
- 12.4 Only the Personal Information provided directly by the Subscriber to the Supplier will be collected and processed to give effect to the Disclosing Purpose.
- 12.5 The Supplier may disclose the Personal Information to its service providers and shall ensure that it has agreements in place with such service providers to ensure that they comply with the privacy requirements set out hereunder and as required by the Protection of Personal Information Act, No 4 of 2013.
- 12.6 The Supplier will store the Personal Information securely, electronically and in a centralised data base, which, for operational reasons, will be accessible to all within the organisation of the Supplier on a need to know and business basis, save that where appropriate, some of the Personal Information may be retained in hard copy.
- 12.7 Once the Personal Information of the Subscriber is no longer required due to the fact that the purpose for which the Personal Information was held has come to an end and has expired, such Personal Information will be safely and securely archived for such periods as may be required by any law applicable in South Africa. Thereafter the Supplier will ensure that such Personal Information is permanently destroyed.
- 12.8 The Supplier shall be obliged to provide adequate protection for the Personal Information it holds and to stop unauthorized access and use of the Personal Information in its possession. The Supplier will, on an on-going basis, continue to review its security controls and related processes to ensure that the Personal Information remains secure. The Supplier shall immediately notify the Subscriber if a breach in information security or any other applicable security safeguard occurs or where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person and remedy any breach of a security safeguard in the shortest reasonable time.
- 12.9 When the Supplier contracts with third parties, it will impose appropriate security, privacy and confidentiality obligations on them to ensure that Personal Information that it remains responsible for, is kept secure. The Supplier will ensure that anyone to whom it passes the Personal Information to agrees to treat the Personal Information with the same level of protection as set out under this Agreement.
- 12.10 The Subscriber has the right to request a copy of the Personal Information the Supplier holds. To do this, the Subscriber must follow the procedure as set out under the PAIA and POPIA Manual of the Supplier and specify what information is required.
- 12.11 The Subscriber has the right to ask the Supplier to update, correct or delete Personal Information provided to the Supplier.
- 12.12 The provisions of this clause 12 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

13. FULL AGREEMENT

These terms and conditions constitute the whole agreement between the parties, except where the contrary is indicated. No additions, amendment or variation of these terms and conditions shall be of effect unless reduced to writing and signed by both parties.