



HOSTED PBX SUBSCRIBER APPLICATION FORM

Agent

Subscriber Details					
Company Name:					
Reg No:		Vat No:		No of Employees:	
Physical Address:				Postal Address:	
		Code:		Code:	
Company Contact:		Tel:		Fax:	
Administrator's Email address:		Cell:		Name:	
Director's Name:					
Director's Information:		Tel:		Cell:	
Director's email:				ID No:	

Monthly Costs

Optional	Rates	Call Rates	Rates
Call line Identity (CLI)	R 51.00 p/month (incl. VAT) =	Local & National Calls	(incl. VAT)
Site Connection - LCU	R 260.00 p/month (incl. VAT) =	Cellular	(incl. VAT)
SIP Nr. Maintenance	R 150.00 p/month (incl. VAT) =	TelYou Network	Free
Extensions (per ext)	R 20.00 p/month (incl. VAT) =	Instances	
Nr. Call Collection & Processing	R 5.50 p/month (incl. VAT) =	* This VOIP service agreement is subject to a month to month period as per Terms and Conditions attached.	

Once Off Costs

Optional	Rates	Call Rates	Rates
DHS LCU (TMS setup)	R 3000.00 p/month (incl. VAT)	Local & National Calls	(incl. VAT)
Nr. Porting	R 126.00 p/month (incl. VAT)	Cellular	(incl. VAT)
Training	R 00.00 p/month (incl. VAT)	TelYou Network	Free

VoIP / Router Equipment Options (Tick Appropriate Option)	Qty
	(incl. VAT)

Optional Switches (Tick Appropriate Option)	Qty
	R (incl. VAT)
	R (incl. VAT)
	R (incl. VAT)

Note: Prices are subject to change, depending on the exchange rate.

Optional Call Recording Services (Tick Appropriate Option)	
Call Recording Services will be charged per month, per channel, activated for call recording	R p/gb per month (incl. VAT)
Terms: <input type="checkbox"/> Unlimited hours of recording is allowed. <input type="checkbox"/> Recordings will be stored for a maximum of 5 years on the system and they will then be deleted. <input type="checkbox"/> Product specific Terms & Conditions apply.	

Debit Order Consent (Only to be completed if the Subscriber selects to pay via debit order)
Account Holder
Bank Name
Branch
Account Number
Branch Code

I / We hereby authorize the TelYou Reseller to draw against my / our account as entered above all amounts becoming due and payable by me / us pursuant to TelYou Reseller's acceptance of this application. The debit order will run on the 28th of each month.

I/We hereby warrant that the above information is true and correct and, for any services to be provided by the TelYou Reseller, by my / our signature hereto, I/we irrevocably offer to enter into a Subscriber agreement with the TelYou Reseller upon the terms set out in the Terms and Conditions applicable per product and service offering which I / we have read and understood and agree to be bound by in all respects. I/We acknowledge that pending TelYou Reseller's written acceptance hereof, I/we shall have no claims against TelYou Reseller arising out of this application. Additional call out and traveling are subject to our standard call out and traveling costs. I/we also declare that in my capacity of the entity, I/we are authorised to sign and enter into this agreement on behalf of the Subscriber. I/we hereby give permission to the TelYou Reseller to do any credit checks it may deem necessary on the directors / shareholders and the company.

Full Name:	Designation:
Signed At:	I.D Number:
Date:	Signature:
Witness 1:	Witness 2:
Date:	Date:
Signature:	Signature:

Supporting Documentation To Be Submitted With The Application	
Individuals	Copy of ID and proof of address
Companies	Copy of CIPC Company Registration certificate, Copy of ID and Proof of Address for Directors



Service Agreement

This agreement is made between the following parties:

**About The TelYou Reseller
(Hereinafter referred as "The Company")**

And

The SUBSCRIBER: _____

(Registration No: _____)

of Physical Address: _____

(Hereinafter referred to as "the Subscriber")

1. Duration

The agreement shall commence on the date on which the service is fully commissioned ("Commencement Date") and shall continue thereafter on a month to month basis

1.1. Month To Month as per the VOIP Subscriber application form completed

All new services contracted for by the Subscriber from time to time shall commence on the date on which such service is fully commissioned and shall continue thereafter on a month to month basis. The service shall be terminable by either party giving the other 30 days written notice of termination. Failing such termination, the service shall thereafter automatically renew, each on terms and conditions set out in the Agreement.

2. Provision of Services

The Company undertakes to provide one or all relevant services as per Subscriber Agreements completed:

2.1 The routing of voice traffic over the Network: Voice constitutes all local, national, international and mobile voice or data calls routed through the Network.

2.2 If the wished supply of Internet Access to the Subscriber, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of the Company.

2.3 The supply of rental equipment to the Subscriber, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of the Company.

3. Other Products

The company undertakes to ensure that after-sales services in regards to equipment installed are met. Guarantees and warranties as specified by the supplier of this equipment are applicable as stated in the proposal presented to the Subscriber. All risk in and to all rental equipment supplied by The Company to the Subscriber under the agreement ("equipment") shall pass to the Subscriber on installation. If the equipment or any part thereof is lost, stolen or damaged, the Subscriber shall immediately notify The Company in writing and until such notification has been received by The Company the Subscriber shall remain liable for all costs and charges about to such rental equipment. The Subscriber agrees that any rental equipment supplied by The Company according to the agreement is movable property and that notwithstanding any installation thereof at the Subscriber's premises, it is clear and expressed intention that the equipment rented shall at all times remain the property of The company who has the right to remove the rental equipment on termination of the agreement for any reason. Guarantees and warranties as specified by the supplier of equipment apply to any and all other equipment purchased by the Subscriber. The subscriber has to ensure all rented equipment and provide the company with a copy of the insurance policy.

4. Charges

By its signature to this Agreement, the Subscriber acknowledges that he/she is aware of, and agrees to be bound by, all the terms and conditions of this agreement and to effect payment of the subscription, hardware and, equipment rental fees relating to The Company services as stipulated in the Subscriber application form to this Agreement.

5. Payment

Non-Payment will result in termination of this agreement and the Company has the right to file legal action against the Subscriber for default payments. Invoicing will take place on the 26th of the month and a debit order will take effect on the 5th of each month. All accounts are payable by the 5th of each month. Default accounts are subject to the suspension of services. Defaulter's details will be listed on ITC Transunion and legal action will be taken.

6. Packaging & Shipping

When applicable the Subscriber shall be responsible for all shipping and packaging costs, unless otherwise specified or agreed upon.

7. Connectivity

The Company's VoIP Service is dependent on connectivity obtained by the Subscriber from other service providers in the form such as ADSL, 3G, 4G, 5G, satellite, wireless connection to the Internet, etc for which the Subscriber is responsible. The Subscriber is therefore advised to verify that services so obtained are sufficient for the successful use of The Company's VOIP Service. The Subscriber hereby acknowledges the Company's dependence on other Service Providers' connectivity services and indemnifies The Company from any loss arising from such failures. Notwithstanding the above, The Company may charge the Subscriber for any assistance provided to the Subscriber in about to the Company's Service where The Company has established that the failure of The Company's Service has been as a result of failure of the Subscriber's procured connectivity services. The company only guarantees the quality of the VoIP service on a fast INTERNET-connectivity line, i.e.: ADSL. No guarantees will be made, and therefore no claims of loss may be instituted against the Company by the Subscriber for connectivity failures via wireless INTERNET connectivity.

6. Notes

- Please note that a certified copy of your identity document is required with this subscription form.
- Please note that standard call-out fees of R650.00 is applicable for on-site fault finding.
- Please note that an R250.00 admin charge together with interest at Prime plus 2% will be charged on overdue accounts, and/or to reinstate services.
- Please note that this subscription form is subject to the terms and conditions of the Tel You Reseller. See attached Terms and Conditions.
- Please note if a service is signed during the month, a pro-rata amount will be invoiced for the period of usage and not the full amount.
- If a client's amount rejects due to insufficient funds, the account must be settled in full by the 5th of the month.
- Please note that by signing this, you hereby authorize the TelYou Reseller to add any rejection fees as well as any outstanding amounts to the system
- Please note that prices are subject to change without prior written notice and consent.

Signed at: _____

Date: _____

"The Subscriber" _____

"The Company" _____

Witness 1

Witness



Terms and Conditions

1. DEFINITIONS

- 1.1 TelYou Reseller, known also as "the company"
- 1.2 "Services" – Voice and Data Services which are selected and agreed upon on the face hereof and any ancillary Services related thereto.
- 1.3 "Subscriber" – Company, Closed Corporation, Firm, Partnership or Persons contracting to receive the Services from the TelYou reseller in terms of this agreement
- 1.4 "Agreement" – these terms and conditions as reading together with the schedule on the face hereof.

2. APPOINTMENT

- 2.1 The Subscriber appoints the company, which appointment the TelYou Reseller hereby accepts, to supply the services to the Subscriber, on the terms and conditions set out in the agreement.
- 2.2 The Subscriber agrees to be bound by the provisions contained in the notice, directive, or applicable call tariff plan issued by the TelYou Reseller and / or their Service Provider from time to time
- 2.3 The Subscriber hereby authorizes –
- 2.3.1 a representative of the TelYou Reseller to communicate with the SIP / cellular telecommunication services providers or any other service providers (collectively, the service providers") so that the TelYou Reseller can obtain all information that may be necessary for the TelYou Reseller to render the services. Should the TelYou Reseller so require, the Subscriber shall sign a separate letter authorizing the TelYou Reseller to approach the relevant service providers to request such information as aforesaid which can be furnished as proof that the TelYou Reseller has been mandated by the Subscriber to approach the relevant service providers for the purposes set out in this 2.3
- 2.3.2 The TelYou Reseller to enter into such agreements and arrangements with third parties as may be necessary for the TelYou Reseller to render the services
- 2.4 Connection of the Subscriber shall be deemed to constitute acceptance of the offer, by the TelYou Reseller and commencement of this Agreement. This Agreement shall become binding between the TelYou Reseller and the Subscriber whether or not the Subscriber was notified of the acceptance of the offer.

3. TERM

- 3.1 The agreement shall commence on the date on which the service is fully commissioned ("Commencement Date") and shall continue thereafter for an initial period based on the term selected on the face hereof. All new services contracted for by the Subscriber from time to time shall commence on the date on which such service is fully commissioned.
- 3.2 The service in question and the agreement shall be terminable by either party giving the 30 days written notice of termination before the end of each month.
- 3.3 Notwithstanding 3.2, the terms shall remain in force for the entire agreement period/term as elected on the face hereof.

4. THE TEL YOU RESELLER SERVICES

- 4.1 The Company undertakes to provide one or all relevant services as per Subscriber Agreements completed
- 4.1.1 The routing of voice traffic over the Network: Voice constitutes all local, national, international and mobile voice or data calls routed through the Network.
- 4.1.2 The supply of Internet Access to the Subscriber, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of The Company
- 4.1.3 The supply of rental equipment to the Subscriber, as per the terms and conditions set out in the agreement, subject to the terms and Conditions of The Company

5. SUBSCRIBER'S OBLIGATIONS

- 5.1 The Subscriber shall grant the Reseller access to its premises, equipment, telephone ports and infrastructure to enable the Reseller to carry out its obligations in terms of this agreement;
- 5.2 Provide the infrastructure necessary for connection to the Reseller's equipment;
- 5.3 On a quarterly basis, provide its SIP account and TMS report for such quarter;
- 5.4 Grant the Reseller the first option to introduce to it new and / or improved service offerings should the need arise
- 5.5 Grant the Reseller exclusivity for the provision of the services for the period of the agreement term/period
- 5.6 The Reseller endeavors that the Services rendered will be provided and maintained during the agreement period.
- 5.7 Due to the necessity of conducting repair and / or improvement work from time to time on technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time without notice by the Reseller and the Reseller is exempted from all liability for any loss or damage (whether direct or consequential) and / or for any costs, claims or demands of any nature to Subscriber and / or any third party arising from such suspension.
- 5.8 The Subscriber shall have no claim of whatsoever nature and however rising against the Reseller including no right to cancel this Agreement or to withhold payment of any monies due in terms hereof should the Network temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the Services or facilities provided by the Network Operators of the Reseller be temporarily unavailable
- 5.9 The Subscriber shall not be entitled to set-off or deduct any monies in respect of "dropped" or discontinued call and/or connections or temporarily unavailable Services, including facsimile and other Services. The Reseller does not make any representation or, give any warranty or guarantee of any nature whatsoever in respect of the Services.
- 5.10 The Reseller does not warrant or guarantee that information transmitted by use of the Services will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular.
- 5.11 The Reseller shall be entitled in its sole discretion to alter telephone numbers or any other code or Number, which has been allocated to the Subscriber.
- 5.12 The Reseller shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without the Reseller incurring any liability whatsoever in the event of non-availability of the Services

- 5.13 The Reseller has the right to move the Subscriber to a new Network Operator only when this move will ensure more benefits for the Subscriber. This decision to move will be offered to the Subscriber in writing and may lead to a new Subscriber Agreement as a whole.

6. EQUIPMENT RENTAL

- 6.1 All risk in and to all equipment supplied by the Reseller to the Subscriber under the agreement ("equipment") shall pass to the Subscriber on installation.
- 6.2 If the equipment or any part thereof is lost, stolen or damaged, the Subscriber shall immediately notify the Reseller in writing and until such notification has been received by the Reseller the Subscriber shall remain liable for all costs and charges pertaining to such equipment. Reseller shall as soon as reasonably possible issue replacement equipment to the Subscriber and may in its discretion, require the Subscriber to effect payment of a reasonable charge in respect of the cost of issuing such replacement. Such loss, theft of, or damage to and/or the issue of replacement equipment shall in no way be deemed to constitute a termination of the agreement which shall continue to be of full force and effect.
- 6.3 The Subscriber agrees that any equipment supplied by the Reseller pursuant to the agreement is movable property and that notwithstanding any installation thereof at the Subscriber's premises, it is the clear and expressed intention that the equipment shall at all times remain the property of the Reseller who has the right to remove the equipment on termination of the agreement for any reason. Accordingly, the Subscriber undertakes forthwith upon the installation of the equipment to notify the landlord of the premises where the equipment is to be installed off the Reseller's ownership of the equipment.

7. CHARGES AND BILLING

- 7.1 In consideration of the provision of the services, the Subscriber shall pay the Reseller the amount set out in each invoice by no later than the 5th of each month.
- 7.2 If applicable, the Subscriber shall pay the Reseller monthly in advance, the extension, the port management fee and equipment rental amount set out in the proposal form.
- 7.3 The Reseller monthly statement of charges shall be prima facie proof of the amounts owed by the Subscriber to the Reseller terms thereof and of the other facts stated therein and should therein and should respect of any call made or Services rendered by the Reseller then the Subscriber shall bear the onus of proving that the Reseller statement is incorrect in such respect.
- 7.4 Unless otherwise stipulated, all amount payable by the Subscriber to the Reseller in terms of this agreement are inclusive of VAT and any other statutory levies, taxes and imposts as may be levied thereon from time. The Subscriber shall accordingly be liable for VAT and all rates, taxes, government or statutory levies as may be imposed in respect of the service from time to time.
- 7.5 The Subscriber authorizes the Reseller to collect payments by way of an electronic debit order. Any cancellations of such a debit order without the prior written consent of the Reseller shall constitute a breach by the Subscriber of the agreement. The Subscriber shall pay the Reseller an amount equal to prime plus two percent (2%) per month of any overdue sums from the date on which such sums become payable.
- 7.6 The Subscriber agrees that payment shall only have been made to the Reseller when the monies remitted by the Subscriber have been received into the Reseller's bank account. Should any debit order be returned unpaid or stopped for whatever reason or should the Reseller exercise its right to suspend the provision of the Services due to late or non-payment of any monies due in terms thereof by the Subscriber, then the Subscriber shall pay an administration charge of R250 for each such non-payment, suspension or any other breach of this Agreement. Such amounts shall be liable upon demand by the Reseller Defaulters details will be listed on ITC Transunion.
- 7.7 The Subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of the Reseller whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle the Reseller to apply for judgment against the Subscriber and to obtain summary judgment or provisional sentence, as the case may be.
- 7.8 All airtime and subscriptions will be billed in advance. A deposit equal to the average monthly usage will be paid by the Subscriber before the commencement of the services. This said deposit may be increased depending on the change in average usage by the Subscriber.

8. BREACH

- 8.1 Should either party ("the defaulting party") –
- 8.1.1 fail to pay any amount payable under the agreement within seven days after receipt of written demand requiring such payment, or
- 8.1.2 commit a breach of any provision (other than a payment obligation) of the agreement and, if such breach is capable of remedy, fail to remedy such breach within fourteen days after receipt of a written demand from the other party requiring it to do so; or
- 8.1.3 be placed under liquidation, judicial judgment or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily; or
- 8.1.4 commit any act which if committed by any natural person would constitute an act of insolvency; or
- 8.1.5 become insolvent; or
- 8.1.6 comprise or attempt to compromise generally with any of its creditors; or
- 8.1.7 have a final judgment taken against it which impairs its ability to carry out its obligations under the agreement which is not satisfied within thirty days after the granting of such judgment, then the other party ("the aggrieved party") shall be entitled, without prejudice to any of its other rights under the agreement and/or in law and by giving written notice, to immediately cancel the agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to this aggrieved party's right to claim damages.
- 8.2 The Subscriber will be entitled to refer any dispute between itself and the Reseller relating to the availability of the services, to any Telecommunications Representative who may be appointed as such by the Director-General: Communications or his successor in title, the South African Telecommunications Regulatory Authority, or any successor thereof.

9. AVAILABILITY

The services provided by the Reseller are subject to Government regulated limitations, availability or telecommunications lines and infrastructure and may be temporarily/permanently refused, limited or curtailed as necessary or appropriate for the proper operation of the services.

10. SUSPENSION

The Reseller may at any time, on notice to the Subscriber, suspend the Subscriber's use of the service in the event that the Subscriber fails to perform any of its obligations or breaches any terms of the agreement. The Subscriber remains liable for the applicable charges payable by it in terms of the agreement during any period suspension.

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11. **MODIFICATION OF TERMS**

The Reseller frequently modifies and seeks to improve the services which it provides to its Subscribers, and such changes may from time to time require that the Reseller at the same time modifies the terms and conditions regulating the use of such services. The Reseller shall have the right to modify the terms of the agreement (including, without limitation, the charges to be charged by the Reseller for the services) and to change/discontinue any feature or component of the services, as it may deem necessary. Any use by the Subscriber of the services after any such modification has been implemented shall be deemed to constitute acceptance by the Subscriber of such modification and the new terms and conditions of the agreement. The Subscriber is responsible for reviewing any modifications made by the Reseller to the service from time to time and to make itself aware of any such changes. It shall not be a defense against any assertion that the Subscriber accepted the modification and/or new terms and conditions of the agreement, that it was not aware of such modification.

12. **ABUSE OF SERVICES**

The Subscriber hereby warrants and undertakes in favor of the Reseller that the Subscriber shall comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by the Reseller relating to the services, and hereby indemnifies the Reseller for any losses, expenses, damages, harm or amount for which the Reseller may become liable arising from or relating to the use of the services in any manner whatsoever which violates the terms of the agreement or any law, legislation or regulation or regulation and/or any claims made by any third party arising from the Subscriber's use of the services.

13. **OBLIGATIONS ON TERMINATION/CANCELLATION/SUSPENSION**

The Subscriber is liable for any obligation accrued at the date of termination, cancellation or suspension of the services, including without limitation the payment of any costs or charges that may arise in connection with such termination, cancellation or suspension, and the payment of all outstanding fees for the use of the services prior to the said termination, cancellation or suspension. The payment obligations of the Subscriber in terms of the agreement are not suspended, stayed, delayed or otherwise affected by any suspension of access to the services where such suspension arises from the Subscriber's failure to comply with, or violation of, the terms and conditions of the agreement or any law or legal obligation of the Subscriber. Reseller shall be entitled to immediately deactivate the service/s on the date of termination or cancellation and further, has no obligation to the Subscriber after any termination or cancellation of the services and/or the agreement, as the case may be.

14. **SETTLEMENT FEE**

14.1 Should –

14.1.1 the Subscriber cancel a service at any time or

14.1.2 the Subscriber's failure to comply with the terms of the agreement or

14.1.3 through no fault of the Reseller and/or due to factors which are beyond the control of

The Reseller

The Subscriber shall pay The Reseller a settlement calculated by multiplying the total Subscriber fees amount by the number of the remaining month, including any other amounts due as per the Reseller Subscriber statement.

15. **CONFIDENTIALITY**

15.1 Notwithstanding the cancellation or termination of this agreement for any reason whatsoever, neither party shall during the existence of this agreement or at any time after the date of termination use, divulge, disclose, exploit, permit the use of or in any other manner whatsoever use the other party's confidential information or disclose the existence or contents of this agreement provided that the receiving party may disclose the other party's confidential information and the existence and contents of this agreement –

15.1.1 to the extent required by law (other than in terms of a contractual obligation of the receiving party);

15.1.2 to, and permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this agreement or obtaining professional advice or conducting its business, it is specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of paragraph 15 by the receiving party.

16. **CERTIFICATE**

A certificate by a director of the Reseller as to the amount owing by the Subscriber to Reseller at any time shall be sufficient proof thereof for a provisional sentence or summary judgment.

17. **NO WARRANTIES**

Save as set out in the proposal, the Reseller gives no warranties or representations of whatever nature regarding the services and disclaims any implied warranty, including any warranties of merchantability or fitness for a particular purpose in connection with the service. Statements regarding or descriptions of the services by the Reseller or its agents are not made or given as a warranty of any kind. No employee or agent of the Reseller is authorized to make any warranty.

18. **EXCLUSION OF LIABILITY**

The Reseller shall not be liable to the Subscriber for any loss, liability, damage or expense of whatever nature which the Subscriber may suffer or incur as a consequence of utilizing the services, irrespective of whether such loss or damage is direct or consequential. Without limiting the generality of the foregoing, The Reseller shall not be liable for any loss, liability, damage (whether direct, indirect or consequential) or expense suffered by the Subscriber which is caused by and/or attributable to –

18.1.1 any of the services being interrupted, suspended or terminated, for whatsoever reason; and/or

18.1.2 circumstances that constitute a force majeure event referred to in 23; and/or

18.1.3 any telecommunications network operators or secondary operators infrastructure and/or communication line faults; and/or

18.1.4 the Subscriber's failure to perform its obligations under this agreement; and/or

18.1.5 non-performance or delay in the performance by any third party of any obligations which such third party is obliged to perform so as to allow The Reseller to render the services; and/or

18.1.6 failure in satellite and wireless connectivity; and/or

18.1.7 any power failure or power interruption; and/or

18.1.8 the failure of any hardware, software program, operating system, networks, telecommunications lines infrastructure and/or any other computer system (or any component thereof) of any third party on whom the Reseller and/or the Subscriber relies (whether directly or indirectly) to supply and/or receive, as the case may be, the services.

19. **WAIVER**

The Reseller's failure at any time to require strict performance by the Subscriber of any of the provisions of the agreement will not waive or novate The Reseller's right thereafter to require strict compliance with any provision of the agreement.

20. **ASSIGNMENT**

The Reseller may assign in whole or in part its rights or duties under the agreement without the consent of the Subscriber. The Subscriber may not assign any of its rights or obligations in terms of the agreement without The Reseller's prior written consent. Subject to this restriction the agreement shall be binding on the successors in the title of the respective parties.

21. **NOTICES**

21.1 The Subscriber and the Reseller choose the addresses set out in the agreement as their chosen address ("domicilium") for all purposes. Either party may change its domicilium on written notice to the other. Any notice is given or any payment made by a party to the other ("the addressee") which –

21.1.1 is delivered by hand during the normal business hours of the addressee to the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

21.1.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting. Where in terms of the agreement, any communication is required to be in writing the term "writing" shall include communication by telex and/or facsimile and/or email and shall, unless contrary is proved by the addressee, be deemed to have been received by the addressee forty-eight hours after the time of transmission.

22. **SEVERABILITY**

Should any part of the agreement be found invalid, the balance of the provisions shall remain enforceable, unless the Reseller's rights or obligations hereunder are materially impaired.

23. **FORCE MAJEURE**

If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the agreement by reason of any event constituting force majeure (being any cause beyond the reasonable control of either party, including without limitation the unavailability of any communications lines and/or facilities and/or network operator facilities), then that party shall be relieved of its obligations hereunder during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations under the agreement during such period, provided that if the force majeure event continues for a period longer than fourteen days, either party may cancel the agreement

24. **GOVERNING LAW AND JURISDICTION**

The agreement shall be governed by the laws of the Republic of South Africa. The Subscriber, by its signature hereto and in terms of the provisions of Sections 45 of the Magistrates Court Act. No 32 of 1994, as amended, consents to the jurisdiction of the Magistrate's Courts in relation to any actions or proceedings instituted against the Subscriber in terms of, or arising out of the provisions of the agreement, provided that the Reseller's in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any divisions of the High Court of South Africa possessed of the requisite jurisdiction. In any event of the Reseller's instituting legal proceedings against the Subscriber to recover amounts due to the Reseller or take any other legal steps arising out of the agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client.

25. **SOLE MEMORIAL**

This agreement contains the entire agreement between the Reseller and the Subscriber regarding the matters provided for herein and no other warranties, undertakings and/or representations have been made by the Reseller No amendment to the agreement shall be valid unless approved in writing by a duly authorized representative of the Reseller

26. **DISCLOSURE**

The Subscriber hereby authorizes the Reseller to disclose the Subscriber's name. Address, and personal details to any party whenever it is deemed reasonably necessary by the Reseller to enable it to properly perform its functions or protect its interest. In addition, the Reseller may disclose the information if required to do so to any regulatory authorities in connection with any investigation of fraud or other activity that is illegal or may expose the Reseller to legal liability.

27. **AUTHORITY**

The Subscriber warrants that it has the necessary legal capacity and authority to enter into the agreement. The signatory of the Subscriber warrants that he/she is authorized to sign on behalf of the Subscriber.

28. **PERSONAL SURETY**

The signatory hereby binds himself / herself in his / her personal capacity as surety and co-principle debtor in solidum with the Subscriber for the performance of all the obligations of the Subscriber hereby waiving the legal exception of excussion and division.

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