

**INDIVIDUAL CUSTOMER DETAILS**

Existing Client Account No.:	<input type="text"/>	Existing Client Cell No.:	<input type="text"/>
Surname:	<input type="text"/>	Title:	<input type="text"/>
First Names:	<input type="text"/>		
ID No.:	<input type="text"/>	Home Phone Number:	<input type="text"/>
Work Phone Number:	<input type="text"/>		
Postal Address:	<input type="text"/>		
<input type="text"/>	Postal Code:	<input type="text"/>	<input type="checkbox"/> E-mail Billing Option: <b>FREE</b>
Residential Address: <small>(chosen address for legal notices)</small>	<input type="text"/>		
<input type="text"/>	Postal Code:	<input type="text"/>	<input type="checkbox"/> Web Billing Option: <b>FREE</b>
E-mail: Address:	<input type="text"/>		
<input type="text"/>	<input type="checkbox"/> Postal Billing Option: R <input type="checkbox"/> , <input type="checkbox"/> P/M		
Partner Benefit Scheme:	<input type="text"/>	Scheme Number:	<input type="text"/>
<input type="text"/>	<input type="checkbox"/> Postal + E-mail Billing Option: R <input type="checkbox"/> , <input type="checkbox"/> P/M		

**New Applications: Payslip in last 3 months or 3 months bank statements in last 6 months plus ID**

**BANK DETAILS (Individual)**

METHOD OF PAYMENT Debit Order  Remain as per Existing Contract

Name of Account Holder:

Bank Name:

Branch Code:  Branch Name:

Type of Account: Current  Savings  Other

Bank Account No:

CREDIT CARD TYPE Master Card  VISA  American Express

Credit Card Number:  Credit Card Expiry Date: Y Y M M

Please specify the day when you would like your debit order to run (Date to be chosen between the 15th and the 1st of the month):   
Billing date for all packages will be the 1st of every month - Pro Rata charges will be debited 3 days from the first invoice.

Are you under debt review or in debt counselling? Yes  No

**EMPLOYMENT DETAILS**

Employer Name:  HR Phone Number:  Remain as per Existing Contract

Employer Address:

Postal Code:

Gross Monthly Income: R  Start Date:

Occupation Industry:  Occupation Type:   
(eg. Medical) (eg. Doctor)

**MARKETING INFORMATION**

Would you like to receive Marketing & Product related information regarding Nashua Mobile?: Yes  No

**MAILBOX PROVISIONING**

Primary User Name:  @nashuaisp.co.za / nashuabb.co.za

(Username for ISP and SMS Gateway). The Primary user name will also be the primary e-mail address.

Your e-mail address must be no less than 6 and no more than 20 alphanumeric characters. Please do not use the following characters: # & // ? + ( ) , : \ " ' & #

**STATEMENT BY THE SUBSCRIBER:**

I, by signing this document confirm that:

- The information provided to Nashua Mobile on this form is true and correct;
- I understand that I have entered into a cellular service agreement with Nashua Mobile and that Nashua Mobile's standard terms and conditions will govern our relationship;
- Nashua Mobile's standard terms and conditions have been explained to me and I understand the terms and conditions.
- I agree that Nashua Mobile may conduct a credit search on my personal details in order to approve the application;
- Nashua Mobile may deduct the charges set out in this document and any airtime used by me from my bank account. I may amend my bank account details upon notice to Nashua Mobile;
- If I sign this document on behalf of a legal entity (CC/ company/ trust) I confirm that I am authorised to do so by the other members/ directors. I also accept that in the event that the legal entity is not able to make payment of any of the amounts due to Nashua Mobile, Nashua Mobile may hold me personally liable for the amount outstanding.
- I confirm that my legal guardian or parent has assisted me in signing this document if I am younger than 18 years.

Individual Authorised Signatory/ies \_\_\_\_\_

Date  
Y Y M M D D

Print Name

**CONSUMER APPLICATION FORM (GSM)**

Deal Number

42 James Crescent Halfway House Midrand  
PO Box 3643 Halfway House, 1685 South Africa  
www.nashuamobile.com  
Fax: +27 11 207 9000  
Sales: 0861 531 531 • Client Services: 0861 412 412

Sales Person:  Sales Outlet No.:   
Deal type: Individual  Sole Proprietor  Cession  R 150.00 Stock Outlet No.:  RICA done:

**SERVICE REQUIREMENTS**

Tariff Plan:  Monthly Subscription Charge (Incl VAT): R   
(For one line only, alternatively specify on Addendum)  
Number of Lines: Cell C:  MTN:  Vodacom:   
Number for Life Existing Cell No.:  Number for Life Existing SIM No.:   
Initial Period / Contract Period: 1 Month  12 Months  24 Months   
User Name:   
International Roaming: Yes  No  Vodacom More Minutes: Weekend  Weekday Night   
Data / Fax Services: Yes  No  Data / Fax Services (Incl VAT): R   
(If yes, a once off connection fee may be charged)  
New SIM required: Yes  No  **SUBTOTAL: SERVICE REQUIREMENTS (INCL VAT)** R

**VALUE ADDED SERVICES (Monthly Charges)**

**NETWORK VAS**

Description	Yes	No	Size	Compulsory Service	Monthly Charges
CLI	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox" value="Yes"/>	R <input type="text"/>
Data Bundle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>		R <input type="text"/>
SMS Bundle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>		R <input type="text"/>
<b>SUBTOTAL: NETWORK VAS (INCL VAT)</b>					R <input type="text"/>

**NASHUA MOBILE VAS**

Description	Yes	No	Compulsory Service	Value (Incl VAT)	Monthly Charges
Itemised Billing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox" value="Yes"/>	N/A	R <input type="text"/>
Simsure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox" value="Yes"/>	N/A	R <input type="text"/>
Call Limit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox" value="Yes"/>	<input type="text"/>	R <input type="text"/>
Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox" value="Yes"/>	N/A	R <input type="text"/>
Xtremedata	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text" value="R 59.00"/>	R <input type="text"/>
<b>SUBTOTAL: VAS (INCL VAT)</b>					R <input type="text"/>

Service Requirements

Value Added Services / Amortisation

Additional Mailboxes  @nashuaisp.co.za

**TOTAL (INCL VAT)** R

**ADMINISTRATIVE CHARGES (ONCE-OFF)**

Description	Quantity	Charge (Incl VAT)
Connection Fee	<input type="text"/>	R <input type="text"/>
SIM Card Fee	<input type="text"/>	R <input type="text"/>
Cession Fee	<input type="text"/>	R <input type="text"/>
<b>SUBTOTAL: ADMINISTRATIVE CHARGES (INCL VAT)</b>		R <input type="text"/>
International Roaming: <input type="text"/>	Expiry Date: <input type="text" value="Y Y M M D D"/>	R <input type="text"/>
Contract Deposit: <input type="text"/>	<b>SUBTOTAL: DEPOSIT (INCL VAT)</b> R <input type="text"/>	

**HARDWARE (Equipment) (ONCE-OFF)**

Hardware / Accessories / Software / Sundry Costs	Quantity	Charge (Incl VAT)
<input type="text"/>	<input type="text"/>	R <input type="text"/>
<input type="text"/>	<input type="text"/>	R <input type="text"/>
<input type="text"/>	<input type="text"/>	R <input type="text"/>
Gift Card activation cel No.: <input type="text"/>	<b>SUBTOTAL: HARDWARE (INCL VAT)</b> R <input type="text"/>	

**DELIVERY DETAILS (ONCE-OFF)**

Collection  Courier  Delivery Fee: R 60.00 (INCL VAT) Sales to Deliver   
Designated Person:  Contact Number:   
Delivery Address:   
Postal Code:

**STATEMENT BY THE SUBSCRIBER:**

- I, by signing this document confirm that:
- The information provided to Nashua Mobile on this form is true and correct;
  - I understand that I have entered into a cellular service agreement with Nashua Mobile and that Nashua Mobile's standard terms and conditions will govern our relationship;
  - Nashua Mobile's standard terms and conditions have been explained to me and I understand the terms and conditions;
  - I agree that Nashua Mobile may conduct a credit search on my personal details in order to approve the application;
  - Nashua Mobile may deduct the charges set out in this document and any airtime used by me from my bank account. I may amend my bank account details upon notice to Nashua Mobile;
  - If I sign this document on behalf of a legal entity (CC/ company/ trust) I confirm that I am authorised to do so by the other members/ directors. I also accept that in the event that the legal entity is not able to make payment of any of the amounts due to Nashua Mobile, Nashua Mobile may hold me personally liable for the amount outstanding.
  - I confirm that my legal guardian or parent has assisted me in signing this document if I am younger than 18 years.

Individual Authorised Signatory/ies

Date

Print Name

# NASHUA MOBILE STANDARD TERMS AND CONDITIONS

## 1. THE AGREEMENT

- 1.1. Nashua Mobile (Pty) Limited ("we", "us", "our") has agreed to provide you with the services ("the Services") and/or products (e.g. handset, laptop, modem, SIM card, router) ("the Products") for the fixed term ("Fixed Term") and any other items you have chosen on the subscriber application form ("Application form") (attached hereto) for the applicable fees and charges ("Charges") (as amended from time to time). These documents together constitute the entire agreement between us unless amended in writing.
- 1.2. You agree to be bound to the Application form and these standard terms and conditions ("the Agreement"), which govern our legal relationship.

## 2. DURATION

- 2.1. This Agreement will start on the date we activate your Service(s), and will continue for the Fixed Term as shown on the Application form.
- 2.2. After the Fixed Term, this Agreement will continue automatically on a month-to-month basis, subject to any changes we make of which we have given you notice, unless you have expressly in writing directed us to terminate the Agreement on the expiry date; or you agree to a renewal or update of the Agreement for a further Fixed Term.
- 2.3. We are entitled to cancel the Agreement 20 (twenty) business days after having given written notice to you of any material failure by you to comply with the Agreement, unless you have rectified the failure within that time. You are entitled to cancel this Agreement by giving us 20 (twenty) business days written notice; however there will be an early cancellation penalty as set out in clause 4.5 below.

## THE SERVICES

- 3.1. The Services that we provide to you in this Agreement are shown on the Application form and may include connection to a third party network provider (e.g. Vodacom, MTN, Cell C or Telkom) in order to make and receive calls, send SMSes and/or use the Internet.
- 3.2. We will provide the Services in a professional and diligent manner and will respond to your requests for on-site maintenance and support, if applicable to the Services you have requested. Should you request any additional or different Services other than those in the Application form then such Services will be subject to these terms and conditions and any additional terms and conditions which may apply to such Services.
- 3.3. We will make the Services available to you as soon as we can but, because the Services are not provided to you directly by us, your connection or access to the Services may be delayed, interrupted or diminished not of our doing and beyond our control. You agree that we are not liable for such delay, interruption or diminution. You agree to comply with all usage restrictions, laws and limitations applicable to such Services, or any portion thereof. In the event of us agreeing to assist in facilitating your application for an ADSL line through Telkom, we are not liable for any delays and/or on provision of the line from Telkom in any manner whatsoever.
- 3.4. You hereby agree that this Agreement and/or the Services are not conditional upon the continued operation or use of any Products purchased, hired or acquired from us or a third party for use in conjunction with and/or to access the Services. This means that even though we have one agreement for the Services and the Products and may give you one statement for the two, if you are, for instance not satisfied with the Product (E.g. a handset/modem) for any reason or the Product is lost or stolen or in for repair, you still have to pay us the Charges for the Services (example subscription and Value Added services costs) and may also still have to pay the costs of the Product that we are charging you for.
- 3.5. You accept that a third party network (for example Vodacom or Cell C or MTN) provides the Services to you. You are responsible for the SIM card and accept that a report received from the network operator reflecting the amount of data downloaded or calls made from your SIM card as valid and that we may charge you for it.
- 3.6. You undertake that:
  - 3.6.1. You will not use the Services to knowingly create, store or disseminate any illegal content or for any unlawful purpose;
  - 3.6.2. You will at all times use the Services in a lawful manner and not infringe in any parties copyright or intellectual property law, whether registered or not;
  - 3.6.3. You will not use the Services to send spam messages (i.e. a message that was not requested by the receiver).

- 3.7. You agree to our Acceptable Use Policies applicable to your specific Service selected. These Policies and Codes can be viewed on [www.nashuaisp.co.za](http://www.nashuaisp.co.za) or sent to you upon written request.
- 3.8. The amount/size of memory allocation of any mailboxes that may form part of the Services are dependant on the tariff/package selected by you. You agree that the size aforesaid is an allocation per calendar month (as opposed to the billing cycle indicated on the Application form) to the mailbox and that any unused portion of the memory allocation/size is forfeited if not used in the same calendar month of allocation. This will also be applicable to any additional memory allocation agreed to by us, irrespective of when such further memory is allocated. The size allocation is per package and not per mailbox.
- 3.9. Your failure to adhere to any of the above Policy's and Codes and/or the undertakings set out in Clause 3.7 above, shall constitute a material breach of this Agreement and we shall have the right to suspend and/or terminate the Services should you fail to remedy your breach within 20 business days' written notice to you. We shall, in this event, be entitled to impose a reasonable cancellation penalty in respect of any Products supplied, Services provided, or discounts which may be granted to you in contemplation of this Agreement enduring for the Fixed Term.

## 4. CREDIT, CHARGES AND PAYMENT

- 4.1. The Charges you agree to pay are on the Application form and are dependent on the tariff plan you have chosen, and these may be increased by us from time to time. You agree, and hereby authorise us to deduct by means of a debit order the pro rata subscription charges 3 days after activation of your Services from your bank account. The remainder of the Charges will be deducted from your bank account as per your bill run indicated on the Application form and is payable within 14 days from date of invoice. All Charges is to be paid, free of deduction or set-off as per the amounts stated in our invoice, calculated in accordance with the Charges for the Services and/or Products, including monthly access or subscription Charges, value added services charges, initial and reconnection charges, migration and other charges applicable to the Services and/or Products or any "package" or mix thereof for your use or availability.
- 4.2. Should your debit order return by your banker, for whatever reason, we may resubmit such debit order for payment on any other day in the particular billing month, without prior notice, and you will be liable for any bank charges levied as a result thereof. Any overdue amount will bear interest at a rate equal to 4% (four percentage points) above the annual prime bank overdraft rate charged by Nedbank Limited, from time to time.
- 4.3. The inclusive minutes/ rand value that may form part of the Services are dependant on the tariff/package chosen by you and are subject to the relevant network rules regarding the carry over and expiry of inclusive minutes/ rand value. This means that if the allocated free minutes/ rand value are not used within a certain time, it will expire and you will not be able to use it and will not receive any credit on your account for it.
- 4.4. You agree that we may assess your credit history through the use of any credit bureau (e.g. ITC) to decide whether we are prepared to provide you with the Services and that we may report on your payment profile to such bureaus. It is at our sole election to approve you as a Subscriber.
- 4.5. If the Services and/or this Agreement is cancelled for whatever reason before the end of the Fixed Term, upon the cancellation of the Agreement, you remain liable to us for any amounts owed to us in terms of the Agreement up to the date of cancellation as well as a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended Fixed Term which will take into account, amongst other things, the monthly subscription or access charges payable for the remainder of this Agreement or the amount that we owe the relevant Network Operator as a cancellation penalty. In the event that you make use of Telkom ADSL or Diginet services, you shall also be liable for any cancellation costs charged by Telkom as a result of your early cancellation. This amount must be paid in full immediately upon demand. In the event of you wishing to port (transfer) your cellphone number to another Service Provider and cancel the Agreement with us, the cancellation fees must be paid by you before such port will be allowed.
- 4.6. You may not change your package or tariff plan during the Fixed Term to a less expensive package or tariff unless we agree to it and upon payment of the applicable migration fees.
- 4.7. We will invoice you on a monthly basis to the billing address you have provided on the Application form. We manage your account with us as one account even though you may have subscribed to more than one service with us.
- 4.8. You also agree that a certificate signed by one of our managers as to the amount that you owe us will constitute prima facie proof of such amount owed. This means that if you disagree with the amount owed as shown on the invoice, then you have to prove that it is not owed. All Charges include VAT, unless stated to the contrary.
- 4.9. We may request a deposit from you on the Application form. We shall keep the deposit, free of interest, as security for payment until termination of our Agreement. We may offset the deposit towards any amount then owed by you in terms of this Agreement.
- 4.10. If there are any queries or errors on your invoice, you must inform us within 30 (thirty) days from date of our invoice so that we may fix it (if incorrect) or answer your concerns. After the 30 (thirty) day period from date of our invoice you agree that the amount shown on the invoice is the correct amount that you owe us.
- 4.11. You accept that there might be a delay in receiving billing information from the Network Operators and that we may bill you (and you will pay us) for use of the Services up to 6 (six) months after such use has occurred. Even though there might be this delay, you will still be liable for these Charges because you used the Services.
- 4.12. You remain liable for all Charges registered on the SIM card connected to your account and confirmed by the relevant Network Operator.

## 5. CALL LIMITS

- 5.1. We may place a call limit on your account based on your credit record, and/or you may request us to put a call limit on your account in order to monitor your own cellular spend. You accept that such a call limit is not a guaranteed service and there may be delays in the activation of the call limit or a delay in receiving the usage data from the Networks. Call limits does not work whilst you are using the Services overseas as there is a delay in receiving the usage information from the Network Operators overseas. You understand that even if the call limit does not lock your account or notify you that you are over the limit, you will still have to pay for the Charges that get billed to your account due to you using the Services over the call limit.
- 5.2. A call limit only activates and records on our System the moment the Services are ended by you. E.g.

- on a 3G/ data service, the call limit will only register once you have disconnected your SIM card from your laptop. You will be liable for all or any Charges incurred whilst your SIM card is connected.
- 5.3. You accept that you are responsible for the necessary virus protection on your laptop and cellphone and will ensure that no automatic downloads or erroneous call diversions run from your equipment which could result in costly downloads.

## 6. PRODUCTS WE SUPPLY YOU

- 6.1. Delivery of all Products is dependent upon stock availability and other factors and a delivery charge (where applicable) is imposed as per the Application form. You accept that we will use our best endeavours to deliver the Product to you on the agreed date and at the agreed time, but accept that we are dependent on the delivery of the Product from the manufacturer and that there are other factors beyond our control which might affect delivery. Upon delivery of the Product to you, all risk in and to the Products will pass to you. This means that you take full responsibility for the Product and we will not replace the Product (unless insured by us) if it is stolen or lost. We remain the owners of the Product for the Fixed Term and therefore we may also compel you to insure the Product and provide us with proof of such insurance cover. You agree to comply with the manufacturer's instructions and all licensing terms where software is supplied for use with the Products and all other use restrictions. Your sign-off of our delivery advice/note, timesheets or other means of acknowledgement (for example by utilising the service or product) that you are satisfied that we have performed the Services and/or delivered the Products and that we may charge you accordingly.
- 6.2. All of our Products supplied to you are warranted in accordance with industry norms against defective workmanship and components, but the terms of our warranty are subject to the manufacturer's and/or supplier's terms of warranty as to duration, "Out of Box failures", returns and handling procedures and any charges. To the extent such warranty terms do not accompany the Product packaging then, upon request, we will provide you with specific applicable terms. The terms of such warranty will prevail over all other warranties and guarantees.
- 6.3. If we should loan any Product to you then you bear all risk of theft, loss, damage or destruction and, subject to our terms of warranty, you will be responsible for maintenance and support of such Product. In the event of any damage and/or loss to such loan unit you shall be liable to us for the replacement thereof.
- 6.4. In the event that you make use of the Products for our Least cost routing, VoIP (Voice over Internet Protocol) or Internet Services, any routers or equipment that is provided to you as part of a package or bundle can only be used by you in conjunction with the specific Network which offered the package. The equipment issued with these Services remains our property. We have the right to remove the equipment upon termination of this Agreement (for whatever reason). You undertake upon installation of the equipment to notify the owner of the premises that Nashua Mobile is the rightful owner of the equipment. If the equipment is stolen, lost, damaged, or becomes inoperable, you undertake to notify Nashua Mobile immediately. In the event that the equipment is damaged due to your (or any of your employees) of its malicious or wilful conduct, Nashua Mobile may charge you the reasonable replacement value of such equipment. Should you or the legal entity whom you represent be placed under sequestration or liquidation, you will immediately inform the liquidator that the ownership of the equipment is that of Nashua Mobile and that you have no right, title or interest in the equipment.
- 6.5. If any Product is stolen, lost, or destroyed you agree to immediately notify us to lock the Product on our system. You will also open a case at the Police station in order for us to blacklist the Product. You agree that you will pay for all Charges incurred until such time that the Product is locked on our System. Any Charges incurred as a result of your delay in notifying us will be charged to your account. We will replace any sim card that is lost or stolen or damaged at its then applicable replacement card.
- 6.6. We may blacklist any Product issued to you in the event that you are in breach of this Agreement and fail to remedy such breach.

## 7. REPAIR OF PRODUCTS

- 7.1. In the event that you return any Product to us for repair, save for where such Product is returned in accordance with the provisions of sections 56 or 57 of the Consumer Protection Act No. 68 of 2008 ("the Act"), we shall be entitled to charge you an administrative fee for the transport of that Product to and from and/or for the examination of such Product by the repair centre responsible for the repair of such Product. Such administration fee shall be set out in the quotation and/ or job card issued to you and will be charged regardless of whether or not the quote for the repair of the Product which is provided to you is accepted.
- 7.2. Such administration fee shall be set out in the quotation and/ or job card issued to you and will be charged regardless of whether or not the quote for the repair of the Product which is provided to you is accepted.

## 8. UPGRADES

- 8.1. You shall be eligible for an upgrade at the expiry of your Fixed Term. All upgrades are in our sole and absolute discretion and will depend on your credit rating.
- 8.2. In the event that an upgrade is granted, you accept to be bound to us for a further fixed term contract period calculated from the expiry of the prior Fixed Term period, or upgrade commencement date, whichever date is later. All upgrades are subject to our standard terms and conditions applicable at the time.
- 8.3. You acknowledge and accept that if you are issued with a new Product in respect of the upgrade, that the acceptance or use of such Product will provide sufficient proof of your intention to be bound to Nashua Mobile in respect of the upgrade contract period.

## 9. INSURANCE

- 9.1. Should you elect insurance on the Application form, you will be liable for all such charges from time to time. The Insurance is subject to the terms and conditions of the insurance policy which you accept.

## 10. LEGALITIES

- 10.1. Our chosen address for any notices is at no. 42 James Crescent, Halfway House, Midrand and yours will be as stated on the Application form. You can notify us in writing should you wish to change your address. You consent that we may make use of any information available to us in order for us to locate you should you fail to update us with your latest contact details.
- 10.2. If you are signing on behalf of a legal entity (Company, CC or Trust) you warrant that you are authorised to enter into this Agreement and accept that you bind yourself as personal surety with the legal entity for the fulfilment of the terms set out herein as well as the amount owed by the legal entity. Therefore, in the event that the legal entity fails to comply with the terms of this Agreement and/ or fails to pay the account, we may take action against you personally.
- 10.3. We may assign (transfer) this Agreement to another Service Provider without your consent. If you want to transfer this Agreement to someone else (so that they take over your obligations to us) you have to first get our consent as we need to approve the new subscriber.
- 10.4. In the event that you fail to perform your obligations or fail to pay monies due in terms of the Agreement, we may proceed with legal action against you. You agree to pay all of our legal and collection costs on the scale as between attorney and client.
- 10.5. If our authority to procure the Services for you from third party service providers is terminated for whatever reason, we may transfer this Agreement to a third party; alternatively, to suspend or cancel the provision of the Services or this Agreement. You will not be liable for payments in respect of suspended Services in such circumstances.
- 10.6. We will use all reasonable efforts not to disclose, in any manner whatever, any of your or your customers' confidential information that may be disclosed to us during the course of providing the Services unless obligated in terms of any Law/ Regulation.
- 10.7. You may refer any disputes related to the provision of our Services and/or Products to ICASA (Independent Communications Authority of South Africa) at [www.icasa.org.za](http://www.icasa.org.za) / ISPA (Internet Service Provider's DSS Association of South Africa) at [www.ispa.org.za](http://www.ispa.org.za).
- 10.8. You agree that we retain all rights in and to any methodologies and all other know-how that we possessed or that are created when providing our Services. Unless otherwise provided by legislation to the contrary, telephone numbers, codes and other identification numbers allocated to you shall not become your property and you shall not modify or permit the modification of any SIM card or any such numbers or codes without our prior written consent. Save as otherwise provided by legislation to the contrary, we shall be entitled to withdraw or change any telephone number, code or other identification number allocated to you in terms of this Agreement.
- 10.9. You agree that, unless your losses arise from our fraudulent conduct, you use the Services and Products at your own risk and neither us nor the Network Operators will be liable to you or any other third party for any direct or consequential losses of whatsoever nature and however arising and you indemnify us and the Network Operators against any such loss or damage suffered by such third party. In any event, the maximum extent of our liability to you will be equal to the amount you have paid to us for the Services over the 24 month period. We will not be liable to you in the event of any delay in the Services which may result in you losing business or revenue.
- 10.10. Any known or unknown risk attached to the use of the Product and the connection thereof to our system, shall be deemed to have passed to you on the date the Services are connected, and you hereby indemnify, save to the extent that such liability arises in terms of section 61 of the Act, us and hold us harmless against any claim by any other person relating to the use of the Product and/or the connection thereof to the system.
- 10.11. You agree that an electronically scanned and stored version of this document shall constitute sufficient evidence of its content and signature by you and us.
- 10.12. You further agree that we are entitled to suspend the Services offered to you in terms of this Agreement if:
  - 10.12.1. you do not comply with any of the terms set out in this Agreement;
  - 10.12.2. you or the entity which you represent enter into any compromise (settlement) with any of your/ its creditors;
  - 10.12.3. the entity which you represent enter into Business Rescue Proceedings in terms of the Companies Act, 2008 (as amended from time to time);
  - 10.12.4. you are sequestrated or the legal entity which you represent is liquidated.
- 10.13. You agree to comply with any notice, directive or policy that governs and/or restricts the use of the Services and/or Products that apply to all Subscribers/users of the Services (or categories thereof) and/or the Products.
- 10.14. In the event that you apply through one of our retail outlets to submit the Application form on your behalf to us, you accept that the retailer is your authorised agent and that we shall not be liable for any misrepresentations made by the retailer and/ or its employees which are not contained herein.
- 10.15. This Agreement is governed by the Law of the Republic of South Africa.
- 10.16. In the event that any clause contained in this Agreement is found to be partially or fully unenforceable, or in conflict with the provisions and requirements of the Act and its Regulations, or any other law, that clause will be severed from this Agreement and to the extent practical, feasible and lawful the remainder of the Agreement will be enforceable against you.

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