

SUBSCRIBER SERVICE AGREEMENT V1.6

This Agreement is made between the following parties:

Vocae (Pty) Ltd., a South African Company, Registration number 2013/123703/07 (hereinafter referred to as “**The Service Company**”) As authorized reseller / partner of various major duly licensed Electronic Communication Service Providers such as MTN (Pty) Ltd.

and

Entity Name: _____ (CC or Pty/Ltd or Private)
(Personal name and surname or company name)

Trading as : _____
(if applicable)

Registration Number or ID number : _____

VAT number (if registered) : _____

Contact Number : _____

Postal Address	Physical Address
_____	_____
_____	_____
_____	_____

Person responsible for account payment : _____

Director or Executive responsible for telephones : _____
(If company)
ID number _____

(hereinafter referred to as “**the Customer**”)

Managed by Reseller : _____
(if applicable)

Who warrants that he/she has obtained proof of all relevant information as required by inter alia clause 39 of Act 70 of 2002 (RICA), including copy of ID of responsible person.

RESELLER SIGNATURE: _____ **DATE:** _____
(If applicable)

1. PREAMBLE

- 1.1. The Service Company is an authorized and duly appointed reseller of telecommunications services from licensed Telecommunications Service Providers. The Service Company uses various channels to market these services and bundles it with services from other licensed providers of connectivity and value added services such as software based telephony services.
- 1.2. The Customer is a bona fide end user of telecommunications services and warrants that the services will be used at the indicated address, which will be amended whenever required to adhere to RICA Act 70/2002 and regulations as published in the government gazette from time to time.

2. DURATION

- 2.1. This Agreement shall commence upon receipt by the Service Company of a Customer signed copy of this Agreement and shall remain valid until terminated by either Party giving a full calendar month notice in writing; except when terminated in accordance with any other provision of this Agreement or the Service Company's standard terms and conditions, this agreement supersedes and nullifies all other service agreements between the parties.

3. PROVISION OF SERVICES

- 3.1. The Service Company undertakes to provide communication services (hereinafter referred to as "Service") to the Customer under the terms and conditions set out in this Agreement and the Service Company's standard terms and conditions.
- 3.2. The Service and quality thereof is dependent on several external factors such as other service providers, mobile telephone companies and carrier services. The Service Company shall employ its best endeavors to deliver the highest quality service on a continuous basis but can never be held responsible for factors outside of its control which may influence the Service.

4. GUIDANCE, NO WARRANTY

- 4.1. The Service Company may provide guidance regarding suitable telephones, PBX equipment, routers and / or other equipment but will never warrant that any equipment NOT purchased from the Service Company will be suitable for whatever purpose. The Service Company can never be held liable for Service compatibility with any equipment or external service not provided under this agreement.

5. TERMINAL EQUIPMENT WARRANTY

- 5.1. In some cases, the Service Company sells Equipment such as desk phones or PBX units, then and in such case;
 - 5.1.1 The Service Company warrants that terminal equipment sold directly by the Service Company to its agents or customers is compatible with the Service Company's Service, and free from any defect.
 - 5.1.2 Any defective equipment may be returned within 30 days of purchase date and the Service Company undertakes to repair, replace or refund, at its discretion, the defective equipment, upon condition that; the equipment was used in accordance with the accompanying user manual, and the equipment was only used for the Service Company's Service.
 - 5.1.3 This warranty becomes void upon any modification or alteration of the equipment by the Customer.
- 5.2. Loss, theft or damage howsoever caused including by fire, water, lightning or power surge is deemed to be covered by the Customer's own insurance and not by the Service Company or the warranty.
- 5.3. This warranty shall lapse if the defective equipment is not returned to the Service Company within 30 days of purchase, accompanied by the original receipt, packaging and all components.
- 5.4. Should it transpire that the Service Company's Service is degraded as a direct result of the Customer's modification of the equipment, the Customer waives any right to a refund or repair on the affected Service Company supplied equipment.

6. SERVICE CHARGES

- 6.1. By signing this Agreement, the Customer agrees to be bound by all the terms and conditions of this Agreement, and to effect payment of monthly Service Fees and Talk Time top up payments as stipulated in Annex A to this Agreement, according to the payment arrangement in Annex B (if any, such as debit order, other than normal "if and when required" EFT or credit card payment).
- 6.2. The Customer shall complete this entire Agreement including Annex A and B and provide a signed copy to the Customer's introducing reseller or by emailing it to admin@vocae.co.za

7. ACTIVATION OF SERVICE

- 7.1. The Customer's account will be activated upon payment of the first monthly service fee.
- 7.2. The Customer agrees that the responsibility of safeguarding the usernames and passwords used to connect to the Service, transfers to the Customer upon activation of the service. Should any unauthorized access occur whether by access to the Customer's PBX or to telephones, then the Customer is solely responsible for possible losses that may occur as the Service Company cannot be held liable for access to such equipment at any time. Customers may change their passwords securely at any time.

8. MONTHLY SERVICE (SUBSCRIPTION) FEES

- 8.1. A Non-refundable Monthly Service Fee will be deducted from the Customer's account on the first day of each month for each subscribed channel / extension. Monthly Service Fees for the first month will be charged on a pro-rata basis to Customers who subscribe to the Service Company Service on any other day of the month.

8.2. If the Customer's account goes into arrears due to the deduction of the monthly Service fee, the account will be automatically suspended. This will result in the Customer not being able to use the Service until the account has sufficient funds to cover the outstanding monthly Service fee and some talk time funds.

8.3. Should this suspended status of the Customer's account continue for two consecutive months, the account will be deactivated at the beginning of the third month. The Customer's number(s) will then be placed back into the Service Company's number pool and made available for re-assignment to other customers.

9. TALK TIME

9.1. Customers require Talk Time to use the Service Company's voice service and can purchase Talk Time directly from the Service Company by EFT / credit card payment or through the introducing reseller.

9.2. Any usage of voice service will be deducted from the Customer's Talk Time at the applicable charge rates after every call.

9.3. Unused Talk Time purchased by the Customer will be refundable within 30 days of a service cancellation request from the Customer.

10. CANCELLATION

10.1. Upon cancellation of this Agreement in accordance with clause 1 or initiated by a port away request, the Customer's account will be immediately debited with the next full month's service fee in lieu of the calendar month notice period agreed upon. Should this cause the automatic suspension of the service due to insufficient funds in the Customer's prepaid account, the customer will be liable for the deficit and the service will not be available nor will the number be available for porting until such deficit is settled.

11. PACKAGING & SHIPPING

11.1. If the Customer requires packaging and shipping of equipment, the Customer will be billed for such services at going courier rates.

12. PRICING POLICY

12.1. Should the Service Company need to change monthly subscription fees, the Service Company will inform the Customer by giving one month's notice before effecting such changes.

12.2. The Service Company's call rates for different destinations are subject to the changes of national and international rates from our licensed Service Providers and the Service Company reserves the right to adjust these rates without prior notice although it will endeavor to provide as much notice as possible.

12.3. The latest rates may be requested from admin@vocae.co.za.

13. CONNECTIVITY

13.1. The Service Company's Service may be provided over connectivity services obtained by the Customer from broadband (i.e. ADSL, 3G etc.) service providers for which the Customer or the Customer's agent is responsible and the Customer is therefore advised to verify that services so obtained are sufficient for the proper use of the Service Company's Service.

13.2. The Customer acknowledges the dependency of the quality of the Service Company's Service on the Customer-procured broadband service provider's connectivity status and quality of service. If the Service Company determines at its sole discretion that the Service Company's Service cannot continuously and successfully be provided over the connectivity provided by the Customer, then the Service Company reserves the right to cancel this Agreement with due notice.

13.3. The Service Company may charge the Customer for any technical call-out assistance provided in relation to the Service Company's Service.

13.4. Technical call-out services will be charged at a minimum rate of R450 per call-out within a radius of 50 kilometers from the service center for the first hour and then R400 for every subsequent hour. Travel time and cost will be added for service beyond the 50 kilometers' radius.

Signed at: _____ Date: _____

"The Customer"

"The Service Company"

Witness 1

Witness 2