



Tel: 012 664 0125  
 Fax: 086 673 3337

Postal Address: PO Box 40024  
 Faerie Glen  
 0043  
 South Africa

Street Address: 2 Monument Avenue  
 (corner River Road)  
 Lyttelton Manor  
 Centurion



SERVER

SUBSCRIPTION AGREEMENT

COMPANY INFORMATION

You may also complete this form online at [www.amicell.co.za](http://www.amicell.co.za)

Company Name  Trading Period  Y  M  
 Registration Number  VAT Number

COMPANY CONTACT DETAILS

Contact Person  Email Address   
 Cell Phone Number  Fax Number   
 Telephone Number  Website   
 Postal Address  Street Address   
  
 Code  Code

TRADE / CREDIT REFERENCES

Company Name	Contact Person	Contact Number	Trade Period	Credit Limit
1) <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Y <input type="checkbox"/> M	<input type="text"/>
2) <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Y <input type="checkbox"/> M	<input type="text"/>
3) <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Y <input type="checkbox"/> M	<input type="text"/>

PROPERTY DETAILS

Owned  Tenant  Period in Premises  Y  M  
 Landlord Name   
 Landlord Number

DIRECTORS / MEMBERS / PARTNERS

Full Name 1)  Full Name 2)   
 ID Number  ID Number   
 Home Address  Home Address   
 Code   Code   
 Telephone Number  Telephone Number

**RESOLUTION:** The Company/Subscriber enters into a twenty four month Subscription Agreement with MicroTeq for the use of the goods as specified in the attached Purchase Order Form and subject to the Terms and Conditions as specified. Any subsequent additions/upgrades will be subject to the certification of an additional Subscription Agreement.

Details of Authorized Signatory:

Full Names  ID Number   
 Surname  Designation

**DECLARATION:** The Company/Subscriber warrants that all the information contained in this Subscription Agreement is true and correct and by its signature hereto, it acknowledges entering into a Subscription Agreement with MicroTeq, upon MicroTeq Standard Terms and Conditions as provided for and as set out in this Schedule. The Company/Subscriber acknowledges and agrees to hold it self bound to the terms and conditions as applicable upon it. The Company/Subscriber further acknowledges that pending MicroTeq's written acceptance hereof it shall have no claim against MicroTeq arising out of this Subscription Agreement application. THE AUTHORIZED SIGNATORY further warrants full authority to enter into this Subscription Agreement on behalf of the Company/Subscriber.


FOR AND ON BEHALF OF THE COMPANY/SUBSCRIBER

FOR AND ON BEHALF OF MICROTEQ

Print Name  Signature   
 Date

Print Name  Signature   
 Date

PRODUCT DETAILS

 You may also complete this form online at [www.amicell.co.za](http://www.amicell.co.za)

PRICE PLAN OPTION:	500	1500	3000	Silver	Gold	Platinum	Unit Price:	
							Rands	Cents
System Registration & Activation (Once-Off)	R792	R892	R1792	R2975	R5816	R7846	<input type="text"/>	<input type="text"/>
Monthly Subscription (In Advance)	R398	R787	R1162	R0	R0	R0	<input type="text"/>	<input type="text"/>

OPTIONAL SOFTWARE & SERVICES:

Additional AmiCell SMS Client	R240 each	<input type="text"/>	<input type="text"/>	<input type="text"/>
Alchemy Eye Network Monitoring Software	R2830 each	<input type="text"/>	<input type="text"/>	<input type="text"/>
Courier Delivery (outside PTA and JHB area)	R150	<input type="text"/>	<input type="text"/>	<input type="text"/>

Quantity:

Delivery Address (if applicable)


Sub Total

VAT @ 14%

**TOTAL**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

All prices exclude VAT. GSM modem, SIM card, technical support and future upgrades are included in the costs indicated above.

MONTHLY USAGE CHARGES

PRE-PAID Price Plans:	500	1500	3000
Free SMS Messages	500	1500	3000
Monthly Subscription Fee	R398	R787	R1162
Additional SMS Cost	37c	33c	29c
International SMS Cost	R1.59	R1.59	R1.59

All prices exclude VAT.

SUBSCRIPTION Price Plans:	SILVER	GOLD	PLATINUM
Monthly Subscription Fee	R173	R86	R86
Local SMS Cost (1 – 1000)	34c	33c	31c
(1001 – 5000)	30c	29c	27c
(5000+)	26c	25c	23c
International SMS Cost	R1.59	R1.59	R1.59

DEBIT ORDER INSTRUCTION & PURCHASE ORDER AUTHORIZATION

Account Holder	<input type="text"/>	Account Number	<input type="text"/>
Bank Name	<input type="text"/>	Branch Code	<input type="text"/>
Account Type	<input type="text"/>	Branch Name	<input type="text"/>

The Subscriber hereby instructs MicroTeq to debit the bank account held by the Subscriber for any amounts owed by the Subscriber to MicroTeq in terms of the Agreement on a monthly basis for the duration of this Agreement in terms of clause 8.6.

FOR AND ON BEHALF OF THE COMPANY

Print Name	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text"/>		

SYSTEM REGISTRATION (OFFICE USE ONLY)

SIM Card Number	<input type="text"/>	Date Activated	<input type="text"/>
Cell Phone Number	<input type="text"/>	Server Serial Number	<input type="text"/>
Modem IMEI	<input type="text"/>	Registration Key	<input type="text"/>

## MicroTeq TERMS AND CONDITIONS - AMICELL® SMS SERVER SUBSCRIPTION AGREEMENT

### 1. DEFINITIONS

\*\* Unless the context otherwise indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:-

- 1.1 Activation means the enabling of a SIM Card by the Cellular Service Provider at Cellular Service Provider's premises to operate on the Cellular Network in terms of this Agreement;
- 1.2 Charges means the SIM Activation, Connection Charges, Monthly Subscription Charges, Usage Charges and any other charges pertaining to the provision of the Network Services, SIM Cards and any other services howsoever described, by MicroTeq to the Subscriber, as detailed in the Price List from time to time;
- 1.3 GSM means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specifications;
- 1.4 Initial Period means a period of 24 (TWENTY FOUR) successive months commencing from the date of Activation which date shall be set out in the Subscription Agreement sent to the Subscriber after Activation;
- 1.5 Monthly Subscription Charge means the monthly charge/s levied by MicroTeq in consideration for the access to and usage of the network through the AmiCell SMS Server;
- 1.6 MicroTeq means WJ Aust CC, Registration Number 1992/003271/23, of 2 Monument Avenue (cnr River Road & Monument Avenue), Lyttelton Manor, Centurion;
- 1.7 MSISDN means the Mobile Station International User Directory Number (otherwise known as the mobile telephone number) programmed into each SIM Card;
- 1.8 Network means the cellular telephony system operated by the Operator;
- 1.9 Network Services means the GSM Telecommunications network services, including, inter alia, additional Services, made accessible to the Subscriber by MicroTeq in terms of this Agreement;
- 1.10 Operator means any licensed cellular operator in South Africa;
- 1.11 Order means an Order placed on MicroTeq, as per the Schedule and approved by MicroTeq, for the provision of Terminal Equipment, Software, SIM Cards and/or use of the Network Services;
- 1.12 Package Option means any one of the plans under which the Network Services and MicroTeq proprietary products are made accessible to Subscribers, which plans are set out in the Price List and vary according to the Services, Hardware and Software included and other variables determined by MicroTeq or the Operator from time to time, but subject to the requirements, conditions and/or approvals of the relevant regulatory authority, where applicable;
- 1.13 Price List means that schedule on which the Charges levied by MicroTeq, which Price List may be amended by MicroTeq from time to time and which is available on request from MicroTeq;
- 1.14 Prime Rate means a rate of interest per annum which is equal to the Standard Bank of South Africa Limited's published minimum lending overdraft rate of interest per annum plus 3% (three percent), compounded monthly in arrears and charged by such bank on the unsecured overdrawn current accounts of its most favored corporate clients in the private sector from time to time. In the case of a dispute as to the rate so payable the rate shall be certified by any manager or assistant manager of the said bank, whose decision shall be final and binding on the parties;
- 1.15 The Schedule means the Order or application section of this Agreement to which these terms and conditions are attached or printed overleaf;
- 1.16 SIM Card means a User Identity Module incorporating an MSISDN which, when activated by the Service Provider, provides a Subscriber using Terminal Equipment with access to the Network Services;
- 1.17 Subscriber means that party whose particulars appear on the Schedule or his/her/its successors or authorized assignees;
- 1.18 Terminal Equipment means a GSM Terminal or GSM enabled Modem and accessories there to be utilized by the Subscriber to send and/or receive messages conveyed by the Network;

### 2. APPLICABILITY

The Subscriber hereby enters into a Subscription Agreement with MicroTeq, subject to the terms and conditions set out herein and in the schedule/s which is/are or may from time to time, be annexed hereto. The conditions of this agreement shall apply mutatis mutandis to each and every schedule which the parties may enter into and the charges described in each such schedule shall be payable according to the conditions of this agreement as if the conditions of this agreement were incorporated in each and every such schedule.

### 3. OWNERSHIP

#### 3.1 AmiCell500, AmiCell1500 and AmiCell3000

- 3.1.1 Ownership of the goods shall vest in MicroTeq and nothing in this agreement shall be construed as conferring on the Subscriber or any other person on its behalf any right, title or interest in the goods other than the Subscriber.
- 3.1.2 The Subscriber shall not acquire ownership on the delivery or during the course of this agreement.
- 3.1.3 The Subscriber shall acquire ownership after the initial period of this agreement, upon termination of the initial period subject to payment of all charges and/or monies due to MicroTeq as a result of this agreement.

#### 3.2 AmiCell SILVER, GOLD and PLATINUM

- 3.2.1 The Subscriber shall acquire ownership of the AmiCell system on acceptance thereof subject to payment of all charges and/or monies due to MicroTeq as a result of this Subscription Agreement.

### 4. COMMENCEMENT, TERMINATION AND RENEWAL

4.1 This Agreement shall commence on the date as stipulated in the Subscription Agreement ("activation date") and shall, subject to the provisions of clause 11, continue for a 24 month (twenty four month) Period ("Initial Period") unless terminated:

- 4.1.1 by the Subscriber who subscribes to the AmiCell500, 1500, and/or 3000 packages, within the first 90 (ninety) days after date of activation, by giving MicroTeq a written notice of termination not less than ten (10) days prior to the expiration of the 90 day period in which the Subscriber wish to terminate this agreement. (This clause is not applicable to the AmiCell® SILVER, GOLD and Platinum Price Plan).

- 4.1.2 by the Subscriber who subscribes to the AmiCell SILVER, GOLD or PLATINUM package, by submitting to MicroTeq a written notice of termination not less than 60 days prior to the expiration of the calendar month in which this agreement should be terminated. (This clause is not applicable to the AmiCell500,1500,3000 and 5000 packages).

4.2 Upon termination as set out in 4.1.1 the following terms and conditions will apply:

- 4.2.1 All goods returned to MicroTeq by the Subscriber within the 90 (ninety) day period referred to in 4.1.1 above, must be returned in good working order, in the original packaging along with all accessories or parts initially supplied by MicroTeq to the Subscriber. The Subscriber must supply proof of the relevant Subscription Agreement and Purchase Order.

- 4.2.2 The returned goods are to be delivered to MicroTeq's offices within ten (10) days of the expiration of the initial 90 day period. Should the Subscriber require any additional information, enquiries can be directed to (012) 664 0125 or Email: support@microteq.co.za.

- 4.2.3 In the event that the goods are returned to MicroTeq in a damaged or incomplete state, MicroTeq shall be entitled to charge the Subscriber with an amount equal to the reasonable cost of completing and/or repairing the goods so as to restore them to their original state at the time of delivery of the goods by MicroTeq to the Subscriber. MicroTeq shall be entitled to charge the Subscriber a reasonable amount for the cost of such repair or replacement.

- 4.2.4 Should the Subscriber elect to return the goods to MicroTeq by way of courier, such courier shall act, as the Subscriber's agent and MicroTeq shall not be liable for any loss or damage suffered to the goods whilst they are in the courier's possession. Delivery of the goods to MicroTeq shall be deemed to take place only once an authorized MicroTeq employee has signed acceptance of receipt of the goods. Any costs incurred by the Subscriber for the return of such goods whether by way of courier, post or in any other way, shall be for the Subscriber's account.

- 4.2.5 Should the Subscriber have complied with the provisions of 4.2.1 to 4.2.4 above, this agreement will terminate.

- 4.2.6 In the event that the Subscriber has utilized the SIM Card to send and/or receive any SMS's, the Subscriber shall be liable to MicroTeq for all charges, including without limitation Network charges incurred by the Subscriber in this regard which charges shall be calculated by MicroTeq and advised to the Subscriber. The Subscriber hereby authorizes MicroTeq to collect the sum total of these charges from the Subscriber and debit the Subscriber's bank account with these relevant charges.

- 4.3 This agreement shall after the initial period, continue for an unlimited period (renewal period) on a month to month basis at a rate applicable at such time for subscription to and usage of network services unless terminated:-

- 4.3.1 by the Subscriber, on expiration of the Initial Period, by giving to MicroTeq a written notice of termination not less than 60 (sixty) and not more than 90 (ninety) days before the expiration of the Initial Period; and/or

- 4.3.2 by the Subscriber during the course of the period following the initial period, by submitting to MicroTeq a written notice of termination not less than 60 (sixty) days prior to the expiration of the calendar month in which this agreement should be terminated, and/or

- 4.3.3 by MicroTeq, forthwith on written notice to the Subscriber, in the event of the sub-licence issued by the Operator in terms of which MicroTeq is authorized and empowered to give the Subscriber access to the Network Services is terminated for whatsoever reason.

- 4.4 Notwithstanding the use of agents or other intermediaries by MicroTeq, the Order by the Subscriber is an offer made by the Subscriber to MicroTeq and will be considered once received by MicroTeq at MicroTeq's Premises. MicroTeq's acceptance of the offer (if it does accept) shall consist of the Activation of the SIM Card as contemplated in 4.1. and upon which Activation this Agreement shall become binding between MicroTeq and the Subscriber whether or not the Subscriber was notified of the acceptance of the offer. The Subscriber herewith expressly dispenses with notification of acceptance of the offer by MicroTeq.

- 4.5 If any SIM Card is supplied to the Subscriber and activated at any time pursuant to the execution of a further Agreement between MicroTeq and the Subscriber, which execution occurred subsequent to the execution of this Agreement, then such SIM Card shall be governed by the terms and conditions of such later Agreement. The terms and conditions of this Agreement shall, however, continue to apply to the SIM Cards, Network Services, etc. supplied under this Agreement.

### 5. SUPPLY AND ACCEPTANCE OF TERMINAL EQUIPMENT AND SIM CARD

- 5.1 The Order placed by the Subscriber on MicroTeq is subject to MicroTeq's approval in its sole discretion. If MicroTeq does not approve the Order, it shall not be under any obligation to the Subscriber to give reasons for its decision.

- 5.2 MicroTeq shall utilize its best endeavors to promptly comply with any supply and/or delivery requirements recorded in the schedule, but shall not be liable to the Subscriber in the event that such supply and/or delivery is delayed or cancelled, for whatsoever reason.

- 5.3 The Subscriber shall be responsible for obtaining all necessary approvals and authorities required for the purpose of any such supply and/or delivery of an order, and the Subscriber hereby indemnifies MicroTeq against any claim or liability suffered by MicroTeq by reason of such approvals and authorities not having been obtained.

- 5.4 All risk in and to SIM Cards supplied and delivered by MicroTeq to the Subscriber shall pass to the Subscriber on delivery thereof to the Subscriber or a party nominated by the Subscriber to accept receipt of such SIM Card.

- 5.5 If a SIM Card is lost, stolen or damaged, the Subscriber shall immediately notify MicroTeq of this in writing and until such notification is received by MicroTeq, the Subscriber shall remain liable for all costs and Charges pertaining to such SIM Card. MicroTeq shall as soon as reasonably possible, issue to the Subscriber a replacement SIM Card, and may in its discretion, require the Subscriber to effect payment of a reasonable charge in respect of the cost of issuing such replacement SIM Card. Such loss, theft or damage and/or the issue of a replacement SIM Card and/or the allocation of a new MSISDN for any reason, shall in no way be deemed to constitute a termination of this Agreement which shall continue to be of full force and effect.

- 5.6 Notwithstanding its Activation, the SIM Card shall be barred from making voice calls. Only data is allowed for use on the SIM Card in conjunction with the Terminal Equipment and AmiCell® SMS Server.

- 5.7 The supply of Terminal Equipment in accordance of this agreement by MicroTeq to the Subscriber shall be subject to the following:

- 5.7.1 all risk in and to Terminal Equipment supplied by MicroTeq to the Subscriber shall pass to the Subscriber on delivery of such items of Terminal Equipment to the Subscriber or a person nominated by the Subscriber.

- 5.7.2 MicroTeq's obligations in terms of any warranties pertaining to the Terminal Equipment shall be limited to the warranty provided by the manufacturer of the Terminal Equipment. All transport charges incurred as a result of warranty claims shall be for the Subscriber's account.

- 5.7.3 should the Subscriber, upon acceptance of the Terminal Equipment, discover any fault or defect in the Terminal Equipment, the Subscriber shall within three days of acceptance, return the Terminal Equipment to MicroTeq in the same condition and packaging as the Terminal Equipment was accepted along with the proof of Subscription agreement and proof of upfront payment and MicroTeq shall replace the damaged/defective Terminal Equipment. In the event of the Subscriber not returning the Terminal Equipment packaging to MicroTeq, MicroTeq may charge the Subscriber a packaging fee and the Subscriber hereby agree to pay any such amount to MicroTeq.

- 5.8 Signature of the Subscriber on the Tax Invoice reflecting Serial Numbers of the goods shall be deemed to be an acknowledgement that the Subscriber has inspected and approved the goods and the goods are in every way satisfactory to the Subscriber.

- 5.9 Upon acceptance of goods by the Subscriber, the ownership shall remain with MicroTeq and the Subscriber shall hold goods on behalf of MicroTeq for the duration of the initial period as set out under this agreement.

- 5.10 Subscriber shall have no claim against MicroTeq nor shall the Subscriber be entitled to cancel this agreement if after having signed the schedule and Tax Invoice reflecting Serial Numbers of the goods it subsequently transpires that the goods or any part thereof are for any reason unacceptable to the Subscriber.

- 5.11 Unless otherwise advised, the Terminal Equipment accepted and used by the Subscriber simultaneously with the conclusion of this Agreement may be utilized only on the specified Operator's Network and only with the SIM Card provided. Should the label marked "Warranty Void if Removed" be removed or tampered with, all repair or replacement warranty on the Terminal Equipment and SIM Card will immediately be void and null.

- 5.12 The Subscriber hereby warrants and undertakes in favor of MicroTeq that the Subscriber:-

- 5.12.1 Shall at all times keep the goods in its possession and under its control and shall take reasonable care in the use of goods.

- 5.12.2 Shall not sell, loan, let, pledge, transfer or otherwise encumber or alienate the goods in any way or permit any lien to arise in respect of the goods.

- 5.12.3 Shall not cede, assign or delegate any of its rights or obligations in terms of this agreement.

- 5.12.4 recognizes that no right, title or interest in the software or the MSISDN contained in each SIM Card issued to the Subscriber, vests in the Subscriber:

- 5.12.5 shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software or the MSISDN contained in, or pertaining to, any SIM Card.

- 5.12.6 Shall not without prior written consent from MicroTeq, remove any goods from outside the boundaries of South Africa.

- 5.12.7 Shall at reasonable times permit MicroTeq or MicroTeq's representative to inspect the goods from time to time.

### 6. SUPPLY OF NETWORK SERVICES

- 6.1 The Subscriber hereby warrants and undertakes in favor of MicroTeq that the Subscriber:-

- 6.1.1 shall not use nor allow the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Network Services;

- 6.2 The availability of AmiCell SMS Services, whether for free or in circumstances where a Monthly Charge is charged, is subject to the discretion of MicroTeq and may be charged for or withdrawn at any time by MicroTeq in its sole discretion. In the event that MicroTeq withdraws any AmiCell SMS Service for which a Monthly Charge is levied, no further Monthly Charge will be levied for the period after the withdrawal of the AmiCell SMS Service concerned. Where the Subscriber subscribes to a Package Option that includes the provision of AmiCell SMS Services free of charge, MicroTeq shall be entitled, in its sole discretion and without notice to the Subscriber, to vary, discontinue or substitute any such AmiCell SMS Service without reducing any of the Monthly Service Charges or providing any refund, unless it determines in its sole discretion to do so.

- 6.3 Local SMS messages included under any package option can be carried over from one month to the next month. The SMS units can only be carried over once and can only be used in the month they are carried over to. SMS units cannot be carried over a second time and will be lost.

### 7. MAINTENANCE

It is recorded that this agreement applies only to the usage and subscription of the goods and that the charges stipulated in the schedule do not include any payment in respect of maintenance.

The parties specifically agree that any maintenance agreement in respect of the goods is a separate and distinct agreement from this agreement. The Subscriber shall not be entitled to withhold compliance with its obligations under this agreement because of any dispute in relation to any maintenance agreement and/or because of any non-performance in terms of any maintenance agreement.

## 8. CHARGES

8.1 In consideration for the provision of the Network Services, SIM Cards, Terminal Equipment, Software and any other products and/or services supplied by MicroTeq to the Subscriber, the Subscriber shall effect payment to MicroTeq of the applicable Charges, as detailed in the Schedule and the Price List from time to time, and whether or not the equipment and/or Network Services have been, or are being utilized by the Subscriber.

8.2 MicroTeq may, on written notice to the Subscriber, vary any Charges, either in whole or in part, with effect from the date specified in such notice.

8.3 Unless otherwise agreed to by MicroTeq in writing, the Subscriber shall effect payment to MicroTeq:-

8.3.1 for the activation and supply of the SIM Card, pro-rata subscription, training and installation charges in full, on presentation of a Tax Invoice and against such delivery;

8.3.2 of Monthly Subscription Charges, monthly in advance, and of all other Charges, monthly in arrears, in either event in full;

8.3.3 at MicroTeq Premises or at the bankers of MicroTeq. Where payment is made by the Subscriber through a debit order, other electronic means or any other intermediary, the Subscriber's bankers or other intermediaries shall act as the Subscriber's agents and the Subscriber shall have discharged its obligations only upon payment being received by MicroTeq at MicroTeq's Premises or by the bankers of MicroTeq and such payment has been identified by MicroTeq as the Subscriber's payment for the relevant Subscriber's Account.

8.4 Notwithstanding the provisions of Clause 8.3., MicroTeq may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.

8.5 In the event that MicroTeq requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a breach of this Agreement if the Subscriber:-

(i) cancels such debit order without the prior written consent of MicroTeq;

(ii) changes his banking details upon which the debit order relies, without giving MicroTeq prior notification of such change and providing MicroTeq with the Subscriber's new banking details.

8.6 Monthly subscription and usage charges paid by means of debit order, will be subject to the following provisions:

8.6.1 The subscriber authorize MicroTeq to draw against its account as set out in the schedule (or any other bank or branch to which the subscriber may transfer its account) any variable amount pertaining to this agreement, on the date as set out on the particular Tax Invoice issued on a monthly basis.

8.6.2 All withdrawals from the subscriber's bank account by MicroTeq shall be treated as though they had been signed by the Subscriber personally.

8.6.3 The Subscriber "instruct" and authorize the agent of MicroTeq, Netcash (Pty) Ltd, to draw against the account of the Subscriber with the bank as set out in the schedule. The Subscriber understands that the withdrawals authorized will be processed by BankServ and the Subscriber also understand that details of each withdrawal will be printed on its bank statement. The Subscriber agrees to pay any bank charges relating to the debit order instruction.

8.6.4 The Subscriber understand that it shall not be entitled to any refund of amounts, which was drawn whilst this authority was in force if such amounts are legally owing to MicroTeq.

8.6.5 The Subscriber acknowledge that the party authorized to effect the drawing(s) against its account, may not cede or assign any of its rights and that the Subscriber may not delegate any of its obligations in terms of this agreement to any third party without prior written consent of the authorized party.

8.7 A monthly Tax Invoice ("bill") shall be sent by MicroTeq to the Subscriber at the Email address supplied by the Subscriber in the Schedule or in writing to MicroTeq. If no Email address is available, at the address supplied by the Subscriber in the Schedule or in writing to MicroTeq. It shall be the duty of the Subscriber to check the bill in order to ensure that the contents thereof is correct. Unless a query is raised in respect of the contents of a bill within 20 days from the date thereof, the contents thereof shall be deemed to be correct.

8.8 The billing functionality provided with the system is only for record of use by the Subscriber. It shall not act as a true and final indication of SMS transactions per user. The SMS transactions recorded by the Network Operator shall be the only true and final indication of actual SMS transactions, and shall be reflected on the monthly Tax Invoice.

8.9 Any migration from one Package Option to another shall for the duration of this Agreement be subject to MicroTeq's approval in its discretion and MicroTeq shall be entitled to levy a migration and/or administration fee for such migrations.

8.9.1 Any migration and/or administration fee which might become due, will be payable in advance upon presentation of a tax invoice before any migration will become effective.

8.10 Any migration or upgrade applied for by the Subscriber shall be dealt with in accordance with MicroTeq's policies and procedures as stipulated from time to time.

8.10.1 Application to migrate will only be considered if applied for in writing at least thirty (30) days before date of migration;

8.10.2 The Subscriber can not migrate from one package option to another during the course of any billing cycle. Any migration, if approved by MicroTeq will only be effective on the first day of any new billing cycle subject to 8.10.1.

8.11 Subject to any contrary provisions of the Price List from time to time:-

8.11.1 local, national and international SMS's are calculated and charged per unit. The Subscriber shall be liable for the full charge in respect of that unit.

8.12 SMS's sent to any surcharged gaming or information bulletins will carry a twenty percent (20%) surcharge on the actual cost per SMS sent to such a gaming or information bulletin MSISDN number.

8.13 In the event of the Subscriber failing to effect payment of any amount owing by him to MicroTeq on due date, then without derogating from MicroTeq's rights in terms of Clause 11, the Subscriber shall be liable to effect payment of interest to MicroTeq on the amount so owing, at the Prime Rate from due date to date of payment.

8.14 The Subscriber is not liable for any residual payments during or on expiry of this agreement.

## 9. SUSPENSION

9.1 MicroTeq may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the Network Services in the event that:-

9.1.1 any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the Network Services or the Network;

9.1.2 the Subscriber fails to perform any of his obligations, or breaches any terms of this Agreement;

9.1.3 the Subscriber at any time exceeds the credit limit which MicroTeq in its absolute discretion may set and notify the Subscriber of, from time to time.

9.2 MicroTeq reserves the right to require the Subscriber to effect payment of any applicable reconnection Charge pursuant to the restoration of Network Services suspended in the circumstances contemplated in Clauses 9.1.2. and 9.1.3.

9.3 Unless otherwise agreed to by MicroTeq in writing, in the event that the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the Monthly Charges during any such period of suspension.

## 10. LIMITATION OF LIABILITY

Without detracting from any of the other provisions of this Agreement, MicroTeq shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, and whether same is direct or consequential, in the event that:-

10.1 MicroTeq fails for any reason whatsoever to supply and/or deliver any Terminal Equipment or SIM Cards, either on the required date, or at all; and/or

10.2 The Network Services are interrupted, suspended or terminated, for whatsoever reason; and/or

10.3 MicroTeq fails to suspend the provision of the Network Services to the Subscriber in terms of an arrangement between MicroTeq and the Subscriber; and/or

10.4 Such loss or damage was caused by any negligent act or omission on the part of MicroTeq, its employees or its agents.

## 11. BREACH

11.1 In the event that the Subscriber breaches any term of this Agreement, or any warranty given by him hereunder, or fails to fulfill any obligation resting upon him, including a failure to pay any amount owing to MicroTeq on due date, then without prejudice to MicroTeq's rights, MicroTeq may forthwith and without notice to the Subscriber, either terminate this Agreement, or call for specific performance of all the Subscriber's obligations and immediate payment of all sums of money owing by the Subscriber, whether or not then due, in either event without prejudice to MicroTeq's right to seek such damages as it may have suffered by reason of such breach or failure. Notwithstanding the a foregoing, and pending MicroTeq's election in terms of this clause, MicroTeq shall not be obliged to perform any of its obligations under this Agreement and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this Agreement, whether or not such amounts are then due.

11.2 MicroTeq shall be entitled forthwith without notice, to terminate this Agreement in the event that the Subscriber is sequestered, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsory.

11.3 Without detracting from any of the other provisions of this Clause 11, in the event of the Subscriber breaching of any provisions of this Agreement or the Subscriber prematurely terminating this Agreement and MicroTeq electing to cancel same, the Subscriber shall be liable to effect payment to MicroTeq of all the Monthly Charges which would have been payable to MicroTeq in respect of the remainder of the Initial Period or Renewal Period (whichever is applicable) of this Agreement.

11.4 Upon termination of this agreement due to breach, the terminal equipment, SIM Card and Software shall be repossessed from the Subscriber. In addition, the Subscriber will be held liable for any other damages or expenses incurred.

## 12. INSURANCE

Applicable to AmiCell 500, AmiCell 1500, AmiCell 3000.

12.1 The Subscriber shall insure the goods for the duration of this agreement with a registered insurer on a comprehensive basis for the replacement value (R2500.00) plus VAT under an insurance policy. The Subscriber shall ensure that MicroTeq's interests are endorsed on the said policy/ies and shall at all times comply with all the terms and conditions of such policy/ies. The Subscriber hereby cedes to MicroTeq as security for its obligations under this agreement all its rights, title and interest in and to said policy/ies. In the event of the Subscriber failing to furnish MicroTeq with proof of such insurance or in the event of the policy/ies becoming of no force or effect for any reason such as ever MicroTeq shall be entitled but not obliged to insure the goods and to reclaim the amount of such premiums from the Subscriber upon demand.

12.2 The Subscriber shall notify MicroTeq immediately in writing if the goods or any part thereof are lost or stolen or damaged and shall do all that is necessary for such submissions of a claim to the insurers.

12.3 If any goods supplied to the Subscriber in terms of this agreement are lost, stolen or damaged beyond repair without such goods being insured in terms of clause 12.1, MicroTeq may elect to replace such goods in which event this agreement shall apply mutatis mutandis to such replacement of goods.

12.4 Upon loss of any goods in terms of 12.3 the Subscriber shall continue to pay to MicroTeq all charges which would have fallen due in terms of this agreement, together with any/all other amounts due, including replacement of goods.

12.5 The Subscriber is hereby given notice of its right of free choice in connection with its insurance obligations under clause 12 in terms of section 43 of the Short Term Insurance Act, 53 of 1998. The Subscriber represent and warrants that it has read, understood and is fully acquainted with the aforesaid provision. By signing this agreement, the Subscriber acknowledges that:

12.5.1 It has exercised his freedom of choice; and

12.5.2 It was not subject to any coercion or inducement as to the manner in which it exercised that freedom of choice.

## 13. GENERAL

13.1 Unless otherwise stipulated, all prices and Charges set out in this Agreement and any Price List are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Subscriber.

13.2 The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated to any third party without MicroTeq's prior written consent. The rights and obligations of MicroTeq in terms of this Agreement, may be ceded, assigned and/or delegated by it to any other party on written notice to the Subscriber.

13.3 MicroTeq may change the terms and conditions of this Agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the license issued to the Operator, the terms and conditions of any Agreement between the Operator and MicroTeq or any circumstances or events similar to the aforesaid. MicroTeq shall notify the Subscriber of any changes as contemplated herein in writing.

13.4 This document contains the entire Agreement between the Parties regarding the matters contained herein, and no other warranties, undertakings and/or representations have been made by MicroTeq or any dealer or purported agent of MicroTeq.

13.5 No indulgence, leniency or extension of time, which MicroTeq may show to the Subscriber, shall in any way prejudice MicroTeq or preclude MicroTeq from exercising any of its rights in the future.

13.6 This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

13.7 The Subscriber, by his signature hereto and in terms of the provisions of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any actions or proceedings instituted against the Subscriber in terms of, or arising out of the provisions of this Agreement, provided that MicroTeq, in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

13.8 A certificate under the hand of any manager of MicroTeq certifying the sum of any amount owing by the Subscriber to MicroTeq shall be prima facie proof of its contents and sufficient proof for the purposes of enabling MicroTeq to obtain any judgment or order against the Subscriber.

13.9 If any term, condition, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions set out in this Agreement.

13.10 The Subscriber hereby authorizes MicroTeq to disclose the Subscriber's name, address, and personal details to any party, whenever it is reasonably necessary for MicroTeq to properly perform its functions or protect its interests, or for the purpose of enabling the Operator to provide emergency Network Services to the Subscriber, or directory or repair services and information to Network users generally or such information has been requested by any competent regulatory or legislative body.

13.11 Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth in Clause 1.6 and/or the Schedule.

13.12 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicile to any other address within the Republic of South Africa which is not a post office box or poste restante. Such address shall become the domicile of that party within thirty (30) days of the other party receiving such notification.

13.13 No alteration, or variation which the Subscriber may be entitled to make to, inter alia, the various options and/or services set out in the Schedule shall be of any force or effect unless 30 days written notice of such alteration or variation is given to MicroTeq.

13.14 Any notice given and any payment made by a Party to the other ("the addressee") which:-

13.14.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile 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; provided that if the delivery is effected by or on behalf of the Subscriber at MicroTeq's domicile, the presumption shall only apply as regards MicroTeq if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

13.14.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile 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.

13.15 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (FORTY EIGHT) hours after the time of transmission.

13.16 In the event of MicroTeq instituting legal proceedings against the Subscriber to recover amounts due to MicroTeq or take any other legal steps arising out of this Agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

13.17 MicroTeq shall be entitled to charge the Subscriber for any banking, and/or internal administration fees incurred by it in the event of the Subscriber defaulting in its payment or any other of its obligations as set out in this Agreement.

## 14. SEPARATE AGREEMENTS

Subject to the a foregoing provisions of this Agreement, the Network Services made accessible by MicroTeq to the Subscriber on the one hand, and the use of the Terminal Equipment(s) on the other hand under this Agreement, shall constitute separate and divisible Agreements, each one capable of standing on its own.