



APPLICATION CHECKLIST

- | | |
|--|--------------------------|
| Signed Albies Wireless Agreement | ☐ |
| ID Book or Passport of Authorised Signatory | ☐ |
| Debit Order and Mandate - Signed with the correct banking detail. | ☐ |
| Initialled Terms and Conditions | ☐ |
| Proof of Residence (Phone / Utilities Bill etc. | ☐ |
| Data Package Selected | ☐ |
| Please initial each page. | ☐ |
| Allow Albies Wireless to do a credit check YES ☐ / NO ☐ Signature: _____ | |

(Office Use Only) Authorized By

Name _____ Signature _____ Date ____ / ____ / ____

CONTRACT NUMBER: _____

CONTRACTUAL CONDITIONS

Entered into between

Albie Augustyn Wireless cc T/A

Albies Wireless

**Wireless Area Internet & Network
Service Provider**

(“ALBIES WIRELESS”)

Of address Uysstreet 9, De Aar, RSA

Registration number: 2010/173328/23

IECNS license number: 0547/0548/CECNS/MAR/2015

IECS license number: 0548/CECS/MAR/2015

VAT number: 4900261902

Tel: 053 631 4200

And

(“CLIENT”)

Of street address _____

Postal address _____

ID number: _____

Registration number: _____ VAT number: _____

Email address: _____

Cell no of clients contact person for wireless service: _____

The Service

1. ALBIES WIRELESS will establish a communication link between the CLIENT terminal equipment and the ALBIES WIRELESS network, connecting to our Internet servers. This connection is usable 24 hours per day and the CLIENT can access the ALBIES WIRELESS network under the technical conditions pertaining to the subscription package chosen.
2. A copy of the current ALBIES WIRELESS Product and Pricing Guide is attached -Data package pricelist.
3. ALBIES WIRELESS will use reasonable endeavors to make its services available to its Subscribers, and to maintain the availability thereof for use by its subscribers. ALBIES WIRELESS do not warrant or guarantee that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.
4. ALBIES WIRELESS reserves the right to alter at any time the technical parameters of the packages with prior notice to the client. ALBIES WIRELESS will use its best endeavors to notify you in advance of any such changes (see attached Data package pricelist.
5. ALBIES WIRELESS reserves the right to amend the pricing with prior notice to the clients of packages where necessitated by either increases in input costs from upstream providers or by excessive data usage from the CLIENT with prior notice.

Acceptable use

6. The use of the ALBIES WIRELESS network or service by the CLIENT for the transmission of material that violates any current law and/or any associated regulations or that may be considered as unlawfully prejudicial to third parties, is prohibited.
7. **The CLIENT irrevocably agrees that it is solely responsible for security and the maintenance of the security of any user details, including access codes and passwords. The CLIENT further irrevocably agrees that it is solely responsible for the use of the service by any third party that accesses the service through the CLIENT'S subscription.**

8. Access to other networks and services via the ALBIES WIRELESS network must conform to the standard norms and regulations governing access to these services, e.g. Newsgroups.
9. ALBIES WIRELESS reserves the right to introduce, at any time, but with prior notice internal regulations that may result in changes in the acceptable use of the ALBIES WIRELESS network. All these regulations will be available on the ALBIES WIRELESS web page; www.albieswireless.co.za and will be deemed to be binding on clients ten (10) days after publication on the web page.

Customer premises equipment (CPE)

10. All equipment, installed by ALBIES WIRELESS at a CLIENT'S premises, shall belong to the CLIENT when installation fees are fully paid.
11. All installations, including modifications necessary to client computer hardware, are undertaken solely at the risk of the CLIENT.
12. Where the CPE is installed on or at a premises which is leased or otherwise not owned by the CLIENT then the CLIENT undertakes to obtain the necessary permission from the relevant landlord and warrants that the landlord will be informed in writing that the CPE is the property of the CLIENT. The CLIENT indemnifies ALBIES WIRELESS in full respect of any loss or damage occasioned by a failure to observe the provisions of this clause.
13. The CLIENT undertakes, subject to clause 10 hereof, to implement all necessary steps to safeguard and limit risk on the equipment that ALBIES WIRELESS installs at CLIENT premises taking all normal precautions to be taken when using electronic equipment.
14. The Customer understands and accepts that it has the primary responsibility of giving clear and unequivocal instructions and specifications to ALBIES WIRELESS before any works can commence.
15. CLIENT will assume responsibility, at its own cost, for such maintenance of primary access equipment installed as is attributable to normal wear and tear. Should damages arise from misuse or negligence on the part of the client, the client shall be held liable for costs of repairs including call out fee, courier and any other consequential costs incurred.

16. Any other damage to CLIENT equipment including but not limited to lightning, power surges, corrosion, equipment failure, malfunction, failure to take precautionary steps regarding lightning and power surges, any other act of God, damages as a result of the theft of equipment and damages as a result of any other reason which is beyond the direct control of the CLIENT will be repaired or replaced by ALBIES WIRELESS at cost to the client. Reasonable access will need to be provided by the CLIENT to ALBIES WIRELESS personnel for repairs, maintenance and replacement in this event.
17. It's advisable to install a UPS protector against lighting and or power surges, if the client declines this option any defects caused by lightning and/ or power surges will be for the client's own account.
18. ALBIES WIRELESS is the only entity authorized to provide any technical maintenance on the equipment installed at the CLIENT premises. Modification or re-configuration by any other entity, without the written consent of ALBIES WIRELESS, is strictly prohibited and ALBIES WIRELESS reserves it right to proceed for recovery of damages where there is unauthorized modification or re-configuration.
19. ALBIES WIRELESS strictly reserves its rights in respect of any intellectual property rights inhering in client premises equipment.

Interruption of service

20. ALBIES WIRELESS undertakes to inform the CLIENT in advance of any scheduled maintenance that may interrupt the service. Notification will be done by e-mail to the local client technical contact.
21. ALBIES WIRELESS will use its best endeavors to contact the technical contact person of all qualifying subscribers after detection of an unplanned or emergency interruption in service. Contact will be via Email, unless said interruption affects transmission of internal e-mail. Telephonic notifications will only be made to client technical personnel within the borders of South Africa.
22. ALBIES WIRELESS will undertake all reasonable measures to facilitate minimum downtime of the service provided to the CLIENT, and maintain a competent support staff to service the CLIENT.

Term of agreement and termination

23. Fixed Term Agreements

23.1 Where the Acceptance Date is after 31 March 2011 and the Subscriber is a natural person, you may cancel the Agreement either on the expiry of the fixed period ("Initial Fixed Period") selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least 20 Business Days written notice to ALBIES WIRELESS at any time prior to the expiry of the Initial Fixed Period, subject to clause 24.1.2 If the Agreement is not cancelled by you or by us prior to or on the expiry of the Initial Fixed Period, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar months' notice to ALBIES WIRELESS, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 80 (eighty) and not less than 40 (forty) Business Days prior to the expiry of the Initial Fixed Period of the impending expiry date any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.

23.1.1 Where the Subscriber is a Juristic Person, you may not cancel the agreement during the initial fixed term of the Agreement (such initial fixed period calculated from the Activation Date) save for a material un remedied breach committed by ALBIES WIRELESS. At the expiry of the initial fixed period, the Agreement will automatically renew and will continue on a month to month basis ("Renewal Period") on the revised terms including revised pricing applicable for such Renewal Period which ALBIES WIRELESS will notify you of prior to the expiry of the initial fixed period. You may terminate the Agreement during the Renewal Period by giving us either 1 (one), 2 (two) or 3 (three) calendar months' notice depending on the specific notice period set out in the Product Terms or Application Form, which notice will take effect on the first day of the month immediately following the end of such notice period.

24, ALBIES WIRELESS may cancel the Agreement –

24.1 In the case of a fixed term agreement concluded with natural persons – 20 (twenty) Business Days after giving you written notice to remedy a material breach of the Agreement and you have failed to remedy that breach with such time; and

24.1.1 in the case of any other fixed term agreement or any month to month agreement, on the expiry of the reasonable notice period given to you to remedy a material breach and you have failed to remedy that breach within such reasonable period, or otherwise as provided for in the Product Terms or these general terms and conditions.

24.1.2 In the case of a fixed term agreement contemplated in 23.1, in the event that you cancel the agreement prior to the expiry of the Initial Fixed Term. You will remain liable for all amounts owing up to the date of cancellation and in addition ALBIES WIRELESS will be entitled to impose a reasonable cancellation penalty in contemplation of the Agreement enduring for its intended fixed term.

24.1.3 Save as specifically provided for in clause 24.1.1 above, termination of the Agreement shall be governed by and given effect to as contemplated in this Agreement. In particular, month to month agreements (other than fixed term agreements contemplated in clause 23.1 and clause 23.1.1) may be terminated by either ALBIES WIRELESS or you on one calendar months' notice, save to the extent provided otherwise in the Product Terms, which termination will take effect on the first day of the month immediately following the end of the applicable notice period.

25. Notwithstanding the termination of the Agreement, in the event that you continue to use the products or services despite the termination of the Agreement, you will remain liable for and promptly pay on demand all amounts that would have been due to ALBIES WIRELESS as a result of the use of or access to the product or service and this Agreement shall be deemed to continue to apply until such time as all amounts due to ALBIES WIRELESS have been paid in full.

26. If the Agreement results from any direct approach to you by ALBIES WIRELESS or is an electronic transaction as contemplated in the ECT Act, you will be entitled to cancel the Agreement on written notice to ALBIES WIRELESS without reason or penalty within 5 (five) Business Days of - receipt of written notice to do so.

Payment

27. Payment in respect of the service is to be made by debit order. A debit order authorization forms part of this Agreement.

28. Payment of 100% in respect of installation costs must be received prior to the commencement of the physical installation.

29. Billing will commence on the Activation Date.

30. You agree to pay all amounts due under this Agreement in consideration for a service or product in accordance with the Application Form under which that service is rendered or that product is offered.

31. To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favor of ALBIES WIRELESS (drawn against a current banking account nominated by you), or in such other manner as ALBIES WIRELESS may from time to time determine.

You agree that:

31.1.1 ALBIES WIRELESS will be entitled and authorized to draw all amounts payable in terms of the Agreement from the account specified by you (or any other bank or branch to which it may be transferred);

31.1.2 The debit order will commence on the Activation Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to ALBIES WIRELESS have been fully and finally discharged; PLEASE NOTE ONLY 3 DEBT ORDER DATES AVAILABLE; LAST WORKING DAY OF THE MONTH, OR THE 7TH OF THE MONTH OR THE 15TH OF THE MONTH. YOU MAKE A CROSS WHICH DATES SUITS YOU BEST ON THE DEBT APPLICATION FORM. IF THIS DATE IS ON A Saturday or Sunday the previous working day will be set for the pay date.

31.1.3 You will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 31.

32. Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month.

33. Should you fail to pay any amount on the due date for payment then ALBIES WIRELESS may, without prejudice to any of its other rights and remedies:

34. Take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;

34.1.1 suspend your access to the service or the use of any product without notice to you until such time as the outstanding amount has been paid in full; or

34.1.2 Subject to clause 23, terminate this agreement with immediate effect.

34.1.3 ALBIES WIRELESS reserves the right to change the priority of access to the ALBIES WIRELESS network if payment is not made on or before the third business day of any month.

35. ALBIES WIRELESS will use reasonable endeavors to inform you well in advance and in any event prior to disconnection, about the possibility of disconnection in the case of non-payment.

36. To the extent that ALBIES WIRELESS incurs any additional expenditure relating to the tracing and/or collection of unpaid amounts, those costs shall be for your account to the extent permitted by law.

37. In the event of the failure and/or cancellation of the debit order or other failure to make timeous payment:

38. If payment is not made within three (3) days of the commencement of the month then ALBIES WIRELESS reserves the right to forthwith suspend the services with prior notice to the client.

38.1 If payment is not made within thirty (30) days of the commencement of the month the service will be terminated.

Indemnities and disclaimers

39. You hereby unconditionally and irrevocably indemnify ALBIES WIRELESS and agree to indemnify and hold ALBIES WIRELESS harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whenever arising, suffered or incurred by ALBIES WIRELESS as a result of any claim instituted against ALBIES WIRELESS by a third party (other than you) as a result of (without limitation):

39.1.1 Your use of our services or products other than as allowed or prescribed in the Agreement;

39.1.2 Any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

Limitation of liability

40. Save to the extent otherwise provided for in this Agreement or where you are entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.

41. In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, ALBIES WIRELESS shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause.

General Provisions

42. This document constitutes the sole record of the agreement between the parties.

42.1.1 Other than as set out in this Agreement, no party shall be bound by any representation, warranty, promise or the like not recorded herein.

42.1.2 Other than as set out in this Agreement, no addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

42.1.3 No extension of time or indulgence, which either party may grant to the other, shall constitute a waiver of any of the rights of the grantor.

43. The CLIENT chooses *domicilium citandi et executandi* for the purpose of giving any notice, paying any sum, serving any process or for any other purpose arising from this agreement at the address provided to ALBIES WIRELESS when subscribing to this service and, if relevant, at the address where any CPE has been installed pursuant to a subscription, and agrees that any notice sent in terms of this agreement may be sent via email.

44. The CLIENT accepts the jurisdiction of the Magistrate's Court in respect of any action or legal proceedings that may arise directly or indirectly out of this agreement provided that ALBIES WIRELESS may be entitled at its sole discretion to institute proceedings in the High Court and in such event the CLIENT consents to the jurisdiction of such court. The CLIENT further agrees to pay all costs associated with the recovery of amounts due in terms of this agreement, including legal costs on the scale as between attorney and own client, tracing costs and collection commission.

45. All prices quoted AND mutually agreed to by both parties in this agreement INCLUDE VAT.

46. This agreement also serves as a VAT invoice and no other VAT invoices will be rendered.

47. All Invoices that is not paid on the request date will carry a 2% interest charge per month.

Data Retention

48. We will use reasonable endeavors to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) photographs, websites, videos, data and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies and back-ups of your data, as:

48.1. We will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever; and

48.1.2 We will, unless otherwise required by law, delete all your data from our servers upon termination of the Agreement and any other agreement between us.

CONSENT CLAUSE DISCLOSURE OF PERSONAL INFORMATION

A. THE CLIENT understands that the personal information given herein is to be used by ALBIES WIRELESS for the purposes of assessing his/its credit worthiness. THE CLIENT confirms that the information given by him/it is accurate and complete. THE CLIENT further agrees to update the information supplied, as and when necessary or if requested to do so, in order to ensure the accuracy of the above information, failing which ALBIES WIRELESS will not be liable for any inaccuracies.

B. ALBIES WIRELESS has THE CLIENT'S consent at all times to contact and request information from any persons, credit bureaus or businesses, including those mentioned in this form and to obtain any information relevant to THE CLIENT'S credit assessment.

C. THE CLIENT agrees that the information given in confidence to ALBIES WIRELESS by a third party on The Client will be used for the purposes for which that information is given or as provided for by legislation.

D. THE CLIENT hereby warrants that the information given to ALBIES WIRELESS in terms hereof, is both true and correct.

E. THE CLIENT hereby consents to and authorizes ALBIES WIRELESS at all times to furnish personal and credit information concerning THE CLIENT'S dealings with ALBIES WIRELESS to a credit bureau and to any third party seeking a trade reference regarding THE CLIENT in his dealings with ALBIES WIRELESS.

Confirmation of subscription

I, the undersigned, duly authorized where required, hereby subscribe to:

As per Annex: Package Technical Parameters at:

- a total monthly cost of R_____ for package name_____
- and for an initial period of 6 months,

Installation cost: _____

Address for Installation: _____

I agree and acknowledge that I have read and understood the contractual conditions on www.albieswireless.co.za , I understand that if the service is terminated outside of the stipulated notice periods I will be liable for the balance of the payments to be made under this Agreement until the term of the Agreement has been completed.

If the CPE is to be installed on leased premises I acknowledge that I have read and understood clause 14 of this Agreement.

ALBIES WIRELESS and _____ (CLIENT)
agree to the terms and conditions of service as outlined in this contract.

CLIENT _____ SIGNATURE _____ DATE: _____
(Who warrants that he/she is duly authorized?)

ALBIES WIRELESS _____ SIGNATURE _____ DATE: _____
(Who warrants that he/she is duly authorized?)

Installation done by: _____

Installation date: _____

ALBIES WIRELESS:

Name: Albies Wireless

Branch: De Aar

Account Type: Current Acc.

Bank: ABSA

Branch code: 334308

Account number: 4056768707

Bank debit order instruction / credit card authority



ALBIESWIRELESS

Uysstraat 9
De Aar
7000

Tel:053 631 4200
Faks:0866542772
Vat.no 4900261902 Reg. no. 2010/173328/23

Posbus 284
De Aar
7000

BANK DEBIT ORDER INSTRUCTION

Name : _____ Date : _____
Address : _____ Contract No. _____

Contact No : _____

Abbreviated name as registered with the bank :
This will be the reference on client bank Statement.

ALBIES WIR

The details of my/our account are as follows:

BANK : _____
BRANCH TOWN : _____
BRANCH NO. : _____
ACCOUNT NAME. : _____
ACCOUNT NO. : _____
TYPE OF A/C : _____

(savings, current,
transmission)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary

working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows

- ii. On the last working day ("payment day") of each and every month commencing on _____ or the 7th or the 15th of the month . In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the previous (last working day) business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account:

- iii. **Please mark a cross on the date suits you best:**

Last working day of the month :	
7 th of the Month:	
15 th of the Month:	

- iv. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the

agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____ 20__

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS:

SIGNED

Assisted by: FOR OFFICE USE AGREEMENT REFERENCE NUMBER This Agreement reference number is:
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