

1. INTRODUCTION

- 1.1. With effect from the date of acceptance by Computer Support Specialists (Pty) Limited (Computer Support Specialists) the subscriber identified on the face hereof ("the subscriber") appoints Computer Support Specialists to provide cellular telecommunications and those related services requested by the subscriber on the face page and from time to time ("the service") to and/or on behalf of the subscriber in accordance with the provisions hereof
- 1.2. The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by Computer Support Specialists and/or the network operator from time to time.
- 1.3. The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by Computer Support Specialists in its sole discretion. The offer will be considered once received by Computer Support Specialists at Computer Support Specialists premises, which premises will be the offices of Computer Support Specialists at the address as set out on the face page hereof. Connection of the subscriber shall be deemed to constitute acceptance of the offer, by Computer Support Specialists and commencement of this agreement. This agreement shall become binding between Computer Support Specialists 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 Computer Support Specialists.

2. DURATION

- 2.1. This agreement shall continue for a minimum period of 24 (twenty four) months reckoned from the date of acceptance hereof by Computer Support Specialists ("the initial period") and thereafter shall continue indefinitely unless terminated by either party, by giving notice prior to the expiry of the initial period, which notice will be effected from the first day of the next calendar month.
- 2.2. Any notice of termination or any notice whatsoever by the subscriber to Computer Support Specialists shall be in writing by registered post.
- 2.3. In the event of death of the subscriber or in the event that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with its creditors or allows a judgement to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21 (twenty one) business days after the date of the judgement then the other party shall be entitled immediately to terminate this agreement.
- 2.4. Termination of this agreement does not relieve the subscriber from the liability to pay charges for the initial period plus notice period.

3. PROVISION OF SERVICE

- 3.1. The subscriber acknowledges that Computer Support Specialists is a service provider to the network operator stipulated on the face page ("the network operator") which operates and manages the cellular telecommunications network ("the network") and the functioning, operation, regulation and coverage area of the network and certain related services provided to the subscriber in terms thereof.
- 3.2. The subscriber shall have no claim of whatsoever nature and howsoever arising against Computer Support Specialists including no right to cancel this agreement or to withhold payment of any monies due in terms hereof should the network temporarily or otherwise fail, malfunction, provide no coverage or should any of the service or facilities provided by the network operator or Computer Support Specialists be temporarily unavailable.
- 3.3. For the avoidance of doubt it is recorded that the subscriber shall not be entitled to set off or deduct any monies in respect of "dropped" or discontinued calls and/or connections or temporarily unavailable services including facsimile and other services.
- 3.4. Computer Support Specialists shall be entitled in its sole discretion to alter the mobile telephone number or any other code or number which has been allocated to the subscriber for the subscriber equipment and/or the SIM card, but shall not unilaterally substitute the services of one network operator for those of another network operator.
- 3.5. Computer Support Specialists shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without Computer Support Specialists incurring any liability whatsoever in the event of non-availability of the services or if any agreement giving Computer Support Specialists the right to render the service, or any part thereof, or giving Computer Support Specialists access to anything relating to the services, is suspended, cancelled, varied or terminated.
- 3.6. The subscriber agrees that if for any reason any of the agreements between the network operators and Computer Support Specialists are terminated so as to have the effect of Computer Support Specialists not being entitled to render the services, and of the rights and obligation of Computer Support Specialists in terms of this agreement may be assigned to any third party service provider as may be approved of in writing by the relevant network operator, which approval will not be unreasonably withheld or delayed forthwith upon the termination for whatever reason.
- 3.7. The subscriber shall be entitled to refer disputes related to the provision by Computer Support Specialists of the network services to any Telecommunications Representative who may be appointed as such by the Postmaster General as provided for in the license granted to the network operator to operate a cellular telephone service.
- 3.8. Any migration from one package to another will be subject to the discretion of Computer Support Specialists and any migration charges where applicable will be as per the applicable Computer Support Specialists tariff plan.
- 3.9. The subscriber shall, when migrating, from any higher tariff plan to any lower tariff plan, be liable to pay to Computer Support Specialists, the difference between the network subsidy amount received by Computer Support Specialists on the higher tariff plan and the network subsidy amount payable to Computer Support Specialists on the lower tariff plan at the time of the migration.

4. CHARGES

- 4.1. The subscriber shall pay Computer Support Specialists:
 - 4.1.1. Upon commencement hereof, the initial connection charge, the subscriber identification module ("SIM") card charge and any other introductory or commencement charges; and
 - 4.1.2. Monthly in advance, the monthly subscription charges; and
 - 4.1.3. Monthly in arrears or as and when billing is passed on by the network operator, the total call charges used and/or generated by the subscriber in conjunction with or by means of the SIM card during each billing period and any other charges payable in respect of the services requested by the subscriber or other charges levied by Computer Support Specialists from time to time, and
 - 4.1.4. Upon demand, a deposit of an amount determined by Computer Support Specialists in its sole discretion which shall not bear interest; and
 - 4.1.5. Value Added Tax at the applicable rate on all Vat able charges and services. All charges unless otherwise stated, exclude Value Added Tax.
 - 4.1.6. The charges for monthly-itemised billing, caller line identity (CLI) and AutoSIM.

5. PAYMENT

- 5.1. Should the subscriber send any monies, cheque, orders or bills over the postal services, then the postal authority shall be deemed to be the agent of the subscriber and the subscriber shall bear all risk of loss, theft and delay in and to any such monies, cheques, orders or bills sent by post and, without derogating from the aforesaid, the subscriber shall draw all cheque, postal orders and bills payable to "Computer Support Specialists (Pty) Ltd" and marked "not transferable".
- 5.2. The subscriber agrees that payment shall only have been made to Computer Support Specialists when the monies arrive into Computer Support Specialists bank account.
- 5.3. Should any debit order or cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the subscriber be rejected for whatsoever reason or should Computer Support Specialists exercise its right to suspend the provision of the services due to late or non payment of any monies due in terms hereof the subscriber shall pay an administration charge as may be levied by Computer Support Specialists from time to time for each such non payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by Computer Support Specialists
- 5.4. All monies payable by the subscriber to Computer Support Specialists in terms thereof shall be paid timeously on due date, free of deduction or set-off to Computer Support Specialists principal place of business.
- 5.5. All payments must be effected within 15 (fifteen) days of invoice date or where payment is effected by debit order then such payment must be effected on Computer Support Specialists direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.
- 5.6. All arrear payment shall attract interest at the rate of 2% (two per centum) per annum above the prime lending rate of ABSA Bank as it may be from time to time, calculated from due date of payment.
- 5.7. Computer Support Specialists shall be entitled to apply the deposit as per clause 4.1.4 or any proportion thereof towards any monies, which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit.
- 5.8. The subscriber shall not be entitled to change the method of payment or cancel any value added services as detailed on the face page hereof for the duration of this agreement and in addition to any payment method agreed by the subscriber, the subscriber agrees that Computer Support Specialists may effect deductions by the way of debit entry ("or entries") on the charge card account or credit card account or other account the details of which appear on the face hereof.
- 5.9. The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of Computer Support Specialists whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle Computer Support Specialists to apply for judgement against the subscriber and to obtain summary judgement or provisional sentence, as the case may be.

6. CREDIT LIMIT

- 6.1. Computer Support Specialists shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and Computer Support Specialists shall be entitled to suspend the services should the subscriber exceed such maximum amount.
- 6.2. The subscriber acknowledges that international cellular communications entail fees and charges for which the subscriber shall be liable where the subscriber made use of such services. Should the subscriber's SIM card be used for cellular communications within or to and/or from or roaming within international destinations or networks at any time during this agreement, then Computer Support Specialists shall be entitled to demand that the subscriber pay a deposit in an amount determined at Computer Support Specialists sole discretion. Any portion of such, deposit not consumed shall be credited towards the subscriber's future liabilities for the amounts owed in terms of this agreement and/or to the international Network operator, its representative or agent.

7. EQUIPMENT

- 7.1. Notwithstanding that the subscriber purchased or leased the cellular handset and related accessories ("the equipment") from Computer Support Specialists or from any third party, should the equipment be damaged, lost, stolen, unoperational or undergoing repair, the subscriber agrees that this agreement is not conditional upon such purchase, lease, availability or operation and this agreement shall continue in full force and effect and the subscriber shall continue to pay all amounts due in terms hereof.
- 7.2. All risk of loss, theft, destruction or damage to or malfunction of the equipment shall vest in the subscriber. Should the subscriber request the option of insuring the equipment on the face page hereof, it is the responsibility of the subscriber to familiarise himself/herself/itself with the terms and conditions relating thereto.

- 7.3. The subscriber shall give Computer Support Specialists 14 (fourteen) days' written notice should the said handset and/or SIM card not be timeously delivered to the subscriber and notwithstanding and such notice, the subscriber shall have no claim of whatsoever nature against Computer Support Specialists including the right to cancel this agreement.

- 7.4. Where the subscriber purchased equipment from Computer Support Specialists then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 12 months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. In addition batteries are normally excluded from any warranty. Computer Support Specialists may require the subscriber to make available the equipment to Computer Support Specialists or its nominee for inspection of the equipment at a time and place to be arranged by Computer Support Specialists or its nominee.
- 7.5. Should Computer Support Specialists accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and Computer Support Specialists shall not be liable for any loss, damage, destruction, theft, or negligent workmanship howsoever or by whomsoever caused.
- 7.6. Should the subscriber fail to pay any monies due in respect of a handset or accessories purchased, leased or loaned from Computer Support Specialists then Computer Support Specialists shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the service/s or any part thereof.
- 7.7. Should Computer Support Specialists loan equipment to the subscriber whilst the subscribers owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to Computer Support Specialists and all risks in and to such loaned equipment shall vest in the subscriber until subscriber returns it to Computer Support Specialists at the subscribers own cost. Should the subscriber fail to return the equipment timeously to Computer Support Specialists, then Computer Support Specialists shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R30 (thirty rands) per day reckoned from the due date of return or demand, whichever is the earlier until the loaned equipment is returned to Computer Support Specialists. The provisions of this agreement shall mutatis mutandis apply to such loaned equipment and its use.

8. LIMITATION OF LIABILITY

Computer Support Specialists shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer whether as a result of any breach by Computer Support Specialists of any obligations to the subscriber, or whether caused directly or indirectly by the subscriber's equipment or the use thereof.

9. BREACH

- 9.1. Should the subscriber breach any provision of this agreement including failing to pay Computer Support Specialists any monies due in terms hereof on due date, then Computer Support Specialists shall be entitled without prejudice to any of its other rights arising out of this agreement forthwith and without any liability towards the subscriber to suspend its provision to the subscriber of the services in whole or in part and/or to disconnect the subscriber and/or the SIM card from the network and/or to render the handset inoperable by whatever means.
- 9.2. Any breach will entitle Computer Support Specialists to recover from the subscriber upon damages hereby agreed to by the subscriber, an amount equal to the aggregate of all the monthly subscription charges due until the expiry of the initial period plus notice period. In addition, the subscriber shall pay back to Computer Support Specialists the amount equal to the amount by which the equipment was subsidised as at the time of sale of the equipment which amount shall be deemed to be not less than R675.00.

10. LEGAL COST

Should Computer Support Specialists instruct its attorneys to enforce any of Computer Support Specialists rights arising from this agreement or to institute action against the subscriber, the subscriber shall be liable for all the costs on attorneys and own client scale including any collection commission incurred by Computer Support Specialists and the subscriber shall upon demand pay such costs.

11. DOMICILIUM

- 11.1. The parties choose as domicilium citandi et executandi ("domicilium") the address set out below.
 - 11.1.1. Computer Support Specialists: 5 Aska House, Marconi Road, Montague Gardens, 7441
 - 11.1.2. The Subscriber at the physical or residential address specified on the face hereof
- 11.2. Either party shall be entitled from time to time by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 11.3. The subscriber hereby acknowledges and agrees that acceptance of this agreement, the services provided by Computer Support Specialists to the subscriber in terms hereof and payment of all the monies due to Computer Support Specialists by the subscriber in terms hereof takes place at and/or are rendered from Computer Support Specialists chosen domicilium. The subscriber hereby waives any right that he may have to deny, questions or dispute that the whole cause of any action which Computer Support Specialists may have instituted against the subscriber arose within the jurisdiction of the Magistrates' Court which has jurisdiction in respect of Computer Support Specialists said chosen domicilium.

12. UNDERTAKING AS CO-PRINCIPAL ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY

If the subscriber as identified on the face page hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereof who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this agreement on behalf of the subscriber and, if applicable, to sign the debit authorisation on the subscriber's bank account. By his signatory hereof, the signatory hereby binds himself as co-principal debtor of the subscriber unto and in favour of Computer Support Specialists for the due and punctual fulfilment of all the subscriber's obligation to Computer Support Specialists arising out of this agreement including the payment of all charges, fees, penalties and liquidation damages. The signatory as co-principle debtor hereby renounces and waives the benefits of the legal defences excussion, division of action and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.

13. GENERAL

- 13.1. The subscriber hereby consents to Computer Support Specialists conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, Computer Support Specialists shall be entitled immediately and without prejudice to any other rights that Computer Support Specialists may have to terminate this agreement and the subscriber agrees to hold Computer Support Specialists harmless in such an event.
- 13.2. The subscriber agrees to supply Computer Support Specialists with such information, documentation and signatures that Computer Support Specialists may reasonably require at the time that this agreement be concluded, in order to give effect to the payment arrangement of this agreement. Any subsequent changes that effects the information supplied to Computer Support Specialists such as bank account and credit card details must be brought to the immediate attention of Computer Support Specialists. The subscriber agrees to hold Computer Support Specialists harmless in the event of an error being made on any information handed to Computer Support Specialists by the subscriber.
- 13.3. The subscriber hereby agrees that Computer Support Specialists may of its other rights in terms of this agreement or otherwise, list any default information on the subscriber with any credit information bureau, and the subscriber agrees to the disclosure by Computer Support Specialists to any third party, of any information pertaining to the subscriber or this agreement, to the extent that such disclosure is necessary for the conduct of Computer Support Specialists business, or is required by any relevant statute, regulation or licence.
- 13.4. Computer Support Specialists shall be entitled to cede its rights and/or to delegate its obligation arising from this agreement and/or assign this agreement, wholly or partly, to any third party. The subscriber shall not be entitled to cede or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of Computer Support Specialists.
- 13.5. No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by the subscriber and a Director of Computer Support Specialists. This document contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 13.6. Where any duly authorised representative represents Computer Support Specialists, his authority need not be proved.
- 13.7. The subscriber agrees that this agreement, in particular the face page hereof, may be scanned and the paper version destroyed, and hereby agrees to the scanned version and waives his/her/its rights to dispute the authenticity of the scanned version.
- 13.8. The subscriber understands that, the subscriber has, in terms of sections 45 of the Electronics Communication and Transaction Act 25 of 2002, the option to cancel his/her subscription to the mailing list for unsolicited commercial and/or marketing communications by Computer Support Specialists