

MAX-LTE SUBSCRIBER AGREEMENT

Personal Details

Company / Individual Name:

Trading As:

Registration / Identity Number:

Vat Number:

Postal Address:

Area code:

Physical Address: (If not the same as postal)

Area code:

Primary Contact Person

Title: First Name:

Surname:

Email address:

Tel: (W)

Fax: (W)

Tel: (H)

Cell:

Accounts Contact Person

Title: First Name:

Surname:

Email address:

Tel: (W)

Fax: (W)

Tel: (H)

Cell:

Signature:

Installation Details

Onsite Contact details:

Title: First Name:

Surname:

Email address:

Tel: (W)

Fax: (W)

Tel: (H)

Cell:

Installation Address:

GPS Co-Ordinates:

Area Code:

Are your premises: Owned? Leased?

Contract terms

Sales Agent:

Personal Capacity: Business entity: (Please complete all the fields to you selection)

Contract option: *Month to Month pre-paid 12 month Contract 24 month Contract

Contract benefit: 12 and 24 month Contract includes the Router at no charge

Customer Documents required

* Please provide the following information, do note that we can't proceed with the order without these documents. (This is for RICA purposes)

** Also note that you need to provide the original documents when you receive your Huawei CPE

- 1. Certified Copy Of Identity Document
- 2. Copy Bank issued statement (not older than 3 months)
- 3. Proof of Residence (not older than 3 months)

If done as a company then please add the following

- 4. Company Registration Certificate
- 5. VAT Certificate
- 6. Letter of Authority or affidavit confirming company representative

The Approval process should be completed within 24 working hours of receiving all the required information. Once the subscriber agreement is approved you will be invoiced immediately for the once off Charges*, Delivery will be scheduled as soon as payment is received for once off Charges*.

Signature:

Max – LTE Options (Promotional 1 Aug – 30 Nov '17)

Profile Name	Inclusive Data (Monthly GB's)	Promotion Data (Monthly GB's)	Total (Monthly GB's)	Price (VAT incl)	Acceptance (sign where applicable)
Max - LTE 25GB	25 GB	25 GB	50 GB	R 299.00	
Max - LTE 55GB	55 GB	55 GB	110 GB	R 549.00	
Max - LTE 85GB	85 GB	85 GB	170 GB	R 799.00	
Max - LTE 120GB	120 GB	120 GB	240 GB	R 999.00	
Max - LTE 220GB	220 GB	220 GB	440 GB	R 1 349.00	
Max - LTE 330GB	330 GB	330 GB	660 GB	R 1 599.00	

* At any time during an end customer's valid contract period, the customer will have access to purchase the following Add On bundles

Max – LTE Add On Bundles

Add On Bundles	Price per GB	Total Price (VAT incl)
1 GB	R 10.00	R 10.00
2 GB	R 10.00	R 20.00
3 GB	R 10.00	R 30.00
5 GB	R 10.00	R 50.00
10GB	R 10.00	R 100.00
20GB	R 10.00	R 200.00

**Max – LTE Once off Charges
(only applicable to our Month to Month pre-paid offering)**

Max – LTE Once Off charges	Qty	Once off Costs	Total Once Off Costs (VAT incl)
Huawei B315 CPE (Including Delivery)	1	R 999.00	
Once off Contract administration charge (applicable to our 12 month Contract)	1	R 399.00	
Once off Contract administration charge (applicable to our 24 month Contract)	1	R 199.00	
TOTAL – ONCE OFF CHARGES			R

Signature:



BANK DEBIT ORDER INSTRUCTION

Company Name: _____ Date: _____

Address: _____ Debtor Name: _____

_____ Debit Amount: _____

_____ Commencement

Date: _____

Contact No _____

Dear Sirs/Madams

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

i. On first day ("payment day") of each and every month commencing on _____. 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 very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and represent the instruction for payment as soon as sufficient funds are available in my account. I am also aware that I will be charged a failed debit order fee equal to R10.00 for each failed debit;

ii. 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 that the obligation due;

OR

Max-LTE Agreement

iii. Annually; 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 owed 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 and Mandate has been ceded to WAPPoint (Pty) Ltd.

Signed at _____ on this _____ day of _____ 20_____

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Assisted by:
FOR OFFICE USE

AGREEMENT REFERENCE NUMBER _____

Consent and Indemnity Form(Only applicable to 12 or 24 month Contract customers)

<u>Watermark Number:</u>

Consent and Indemnity Form

Company Name: _____

Consultant name: _____

Email Address: _____

Phone Number: _____

Candidate Information

Surname: _____

Full First Name: _____

Maiden Surname: _____

Date of Birth: _____

SA I.D Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Passport: _____

Physical Address: _____

Verifications

Criminal Record

Credit Profile

Academic Qualification

<i>Qualification</i>	<i>Institution</i>	<i>City</i>	<i>Year Completed</i>	<i>Student No.</i>

- 1. Employment in a position that requires trust and honesty and that entails the handling of cash or finances
- 2. Verifying educational qualifications and employment _____
- 3. Fraud detection and fraud prevention services

Indemnity

I hereby authorize **The Company/The Company's** duly authorized verification agent, **LexisNexis Risk Management "LNRM"**, to forward my personal information, including but not limited to my name, surname, identity number and fingerprints, to verification suppliers acting on behalf of **LNRM** (including but not limited to SAPS, the Government of RSA, any educational, training, credit bureau and fraud prevention organization).

I authorize **LNRM** to conduct all verification checks (including but not limited to credit bureau searches, drivers licenses, employment history, and any other relevant checks in the pre- and post- employment vetting process.)

I authorize **LNRM** suppliers to furnish personal information regarding my credentials, whether claimed or not, to **LNRM** and **The Company** I unconditionally indemnify **LNRM** and its verification information suppliers against any liability which results or may result from furnishing information in this regard.

I understand that it is a condition of South African police Service and Tertiary Education Institutions, that-

- The information is furnished The Company and LNRM will be disclosed to me for comment before a decision is made on my employment/application; and

Signed at _____ (place) on ____ / ____ / ____ (date)

Applicant Signature: _____

Consultant Signature: _____

Email to: Cecilia.vandoorene@paratus.africa



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Tel: (012) 940 0660

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Standard Terms and Conditions

1. Definitions

- 1.1. "Calendar Month" means the period from the 1st day of a month to the last day of that month;
- 1.2. "GB" means gigabytes;
- 1.3. "Agreement" means the general terms and conditions, the product specific terms and conditions, the proposal, the subscriber agreement and all addenda, if applicable, concluded by the customer and executed in terms hereof;
- 1.4. "Business day" means any day excluding Saturday, Sunday or a day which is a public holiday in the Republic of South Africa;
- 1.5. "Charges" or "rates" means the installation charges, monthly service charges, usage charges and any other charges pertaining to the provision of services by Maxwell to the customer;
- 1.6. "CPA" means the Consumer Protection Act, 2008;
- 1.7. "CPA Regulations" means regulations promulgated pursuant to the CPA from time to time;
- 1.8. "CPEs" (or Customer Premises Equipment) means the whole of the Max-LTE approved equipment (Huawei modem and SIM card)
- 1.9. "Fully commissioned" means the date on which the SIM card is activated
- 1.10. "Services" means the service, managed or otherwise, and / or products provided by Maxwell to the customer as set out in this Subscriber agreement;
- 1.11. "Supplier" means Maxwell Technology (Proprietary) Limited;
- 1.12. "SIM Card" is a Subscriber Identity Module, which allows you to access the RAIN network.

2. RICA

- 2.1 RICA is applicable to Services and the Equipment and to you in terms of this Agreement and:
 - 2.1.1 in terms of RICA, the Service Suppliers are required to be satisfied as to your identity which includes getting a copy of your ID and proof of your physical address from you
 - 2.1.2 the Service Suppliers or Maxwell Technology will not activate your SIM Card until all your details as required by RICA have been properly registered
 - 2.1.3 the Service Suppliers or Maxwell may be required to disclose the information relating to you in accordance with RICA, to a law enforcement officer on receipt of a directive issued in terms of RICA
 - 2.1.4 you must immediately report any loss, theft or destruction of your SIM Card and / or Equipment to the police, otherwise you will be committing an offence and will be liable to a fine or imprisonment
 - 2.1.5 and if you transfer your SIM Card to another person (other than a family member or a dependent of yours) then you must register the details of that person with Maxwell Technology under RICA or you will be liable to a fine or imprisonment

3. Product Specific Terms and Conditions

- 3.1 Subscriptions activated before 30 November 2017 will qualify for the double your data deal. If you sign up before 30 November 2017, your double your data deal will continue until 30 November 2018
- 3.2 RICA verification will be conducted on delivery, please ensure that you are available to receive delivery and have your ID document and proof of address not older than 3 months on hand
- 3.3 Your service will only be activated upon successful RICA verification.
- 3.4 The service is provided as a fixed wireless broadband service and should a customer relocate, network coverage and reliability cannot be guaranteed.
- 3.5 The network operator reserves the right to limit the service to specific base stations
- 3.6 With Max - LTE works on a best effort basis, subject to network availability and network congestion, actual achieved throughput can also be impacted by location of CPE to actual base station and position in coverage map.
- 3.7 As per point 3.6 - Network congestion at any point in time has an impact on actual achieved speeds. The amount of concurrent devices connected to the CPE device will also impact the achieved performance of a connected device
- 3.8 Users should note the impact of external influences and factors on the performance of a wireless network.
- 3.9 The products are hard Capped which means that once you run out of data you'll need to buy Add on Bundles

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4. **Fees, Prices and Charges**

- 4.1. Recurring monthly bundles on the Month to Month pre-paid option will be billed until the customer gives a written 30 day notice. After which Maxwell Technology will confirm and billing will cease.
- 4.2. Recurring monthly bundles on the 12 or 24 month Contract will continue until the contract period expires, on which Maxwell Technology will keep on billing the customer until the customer gives a written 30 day notice. After which Maxwell Technology will confirm and billing will cease.
- 4.3. All prices include VAT
- 4.4. Subscribers will be billed monthly in advance
- 4.5. Unless the customer notifies the supplier in writing within 3 days of receipt of an invoice to the contrary, the contents of such invoice shall be deemed to be correct.
- 4.6. Payment is due before the 1st of every month. Unpaid monthly Data bundles will be suspended on the first day of the month if no payment was received.
- 4.7. **Maxwell Max – LTE monthly data bundles**
 - 4.7.1. Customer receives the allocated data bundles per Calendar Month and the allocated data bundles are only valid for that Calendar Month
 - 4.7.2. Package configured for a month to month option (with a written 30 day notice period)
 - 4.7.3. Pro Rata on first month for data and price
 - 4.7.4. Data will not be carried over
 - 4.7.5. Add on bundles will be valid for 30 days. For example, should an end customer purchase an Add on bundle on 25th July 2017, the Add on bundle will expire on 24th August at 23:59
 - 4.7.6. Add on bundles will always be depleted first.
- 4.8. **12 or 24 Month Contract option**
 - 4.8.1 When signing up for a 12 or 24 month Contract you will receive a premium LTE router for use during the Contract period.
 - 4.8.2 Should you cancel you LTE services or fall into a suspended state (longer than 30 days), Maxwell will charge you the full retail price of the Router.

5. **Installation**

- 5.1 Wireless coverage is limited to actual coverage of the supplied equipment within the constraints of the environment into which it is installed
- 5.2 The supplier shall deliver the equipment and the services to the customer at the address nominated by the customer in this agreement
- 5.3 If the supplier or its nominated Agent cannot deliver and install the equipment to such address through no fault of the supplier, the customer shall be obliged to pay all reasonable costs incurred by the supplier in making the attempted delivery and Installation.

6. **Warranties**

- 6.1 The supplier shall use all reasonable endeavors to ensure that the equipment supplied by it and/or its service providers is in accordance with the Agreement and is otherwise correct in terms of the customer's requirements. Subject to any warranties that may be implied by the CPA to the extent that the CPA is applicable to the agreement, the supplier does not, however, make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever, whether express or implied, in respect of the services or the equipment including but not limited to implied warranties of merchantability and fitness or suitability for any intended purpose.
- 6.2 Subject to the provisions of the CPA to the extent that the CPA is applicable to the agreement, the supplier shall not be liable to the customer or any third party for any loss or damage which the customer or such third party may suffer or incur as a consequence of utilizing the services and/or software and/or equipment, irrespective of whether such loss or damage is direct, special, incidental, consequential or otherwise unless such loss or damage was directly attributable to the gross negligence or fraudulent intent of the supplier.
- 6.3 Without limiting the generality of the foregoing, the supplier shall not (other than in circumstances of the supplier's gross negligence or fraudulent intent) be liable for any damage or loss suffered by the customer caused by and/or attributable to –
 - 6.3.1 The services being interrupted, suspended or terminated, for whatsoever reason; and/or
 - 6.3.2 the supplier's failure to suspend the provision of the services to the customer in terms of an arrangement between the supplier and the Customer or after the customer has specifically requested the supplier to do so in order to limit the applicable charges; and/or
 - 6.3.3 Communications not being sent and/or received and/or transmitted timeously or at all for any reason whatsoever; and/or
 - 6.3.4 Circumstances that constitute a force majeure event (as contemplated in 7); and/or
 - 6.3.5 The customer's failure to perform its obligations under this agreement; and/or

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- 6.3.6 Changes made to the customer's operating environment which were not communicated to the supplier; and/or
- 6.3.7 A power failure or power interruptions at any site from where the services or any component of the services are rendered; and/or
- 6.3.8 Any failure or delay by the customer to report problems or queries to the supplier's call Centre; and/or
- 6.3.9 The server and/or equipment of any recipient party being non-functioning for any reason whatsoever; and/or
- 6.3.10 the failure of any hardware, software programme, operating system, application/s, networks, telecommunication lines and/or any other Computer system (or any component thereof) of any third party on whom the supplier and/or the customer relies (whether directly or indirectly) to supply and/or receive, as the case may be the services;
- 6.3.11 the unavailability of the supplier's website for any reason whatever; and/or
- 6.3.12 the customer using the service for any unlawful, improper or immoral purpose; and/or
- 6.3.13 The unlawful or fraudulent accessing by a third party of the customer's telecommunication lines, PBX or other telecommunication equipment. In such circumstances, the customer shall remain liable for all charges incurred pursuant to such unlawful or fraudulent access and hereby indemnifies the supplier against all loss, liability, damage or expense that the supplier may suffer as a result thereof.

7. **Force Majeure**

If either party prevented or restricted from carrying out all or any of its obligations under this agreement by reason of any event constituting force majeure (being any cause beyond the reasonable control of either party, including without limitation adverse weather conditions, unpredictable delays caused by traffic congestion, diversion or road works, the unavailability of raw materials, strikes, power outages, industrial disputes, regulatory interference or the unavailability of any communications lines and/or network operator facilities), then that party shall be relieved of its obligations under this agreement during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of such obligations during such period, provided that if the force majeure event continues for a period longer than 14 days, either party may cancel this agreement on written notice.

8. **Abuse of Services**

- 8.1 The customer hereby warrants and undertakes in favor of the supplier that the customer –
 - 8.1.1 shall not use nor allow the services to be used for any improper, immoral or unlawful purpose, including, without limitation, attempting to utilize the Services to route (or assist another party to route) transit traffic from other networks to the supplier, nor in any way which may cause injury or damage to persons or property or an impairment or interruption of the services;
 - 8.1.2 shall comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by the supplier relating to the services including its Acceptable Use Policy available on the supplier's website, and hereby indemnifies the supplier for any losses, expenses, damages, harm or amount for which the supplier may become liable arising from or relating to the use of the services in any manner whatsoever which violates the terms of this agreement, the supplier's Acceptable Use Policy or any law, legislation or regulations; and/or any claims made by any third party arising from the customer's use of the services unless such losses, expenses, damages, harm or liability were directly attributable to the gross negligence or fraudulent intent of the supplier.

9. **Unsolicited commercial communications**

- 9.1 The customer indemnifies the supplier and its directors against all loss, liability, damage or expense (whether actual, contingent or otherwise and whether Or not in the contemplation of the parties and including but not limited to loss of data, profits or goodwill) which the supplier or its directors may suffer as a result of or which may be attributable to the sending of unsolicited commercial communications ("SPAM").
- 9.2 The customer is solely responsible for compliance with all laws and regulations from time to time regulating SPAM including but not limited to the Electronic Communications and Transactions Act of 2002 ("ECTA") and the Independent Communications Authority of South Africa (ICASA) Code of Conduct.
- 9.3 Any IP data transmissions broadcasted or received by Customer shall be in full compliance with any applicable law so long as such transmissions do not infringe any copyright and are not libelous, defamatory or obscene

10. **Notices**

- 10.1 The customer and the supplier choose the addresses set out in the agreement as their chosen address ("domicilium") for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature.
- 10.2 Either party may change its domicilium on written notice to the other.
- 10.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if given in writing, excluding notice in the form, either wholly or partly, of a data message as defined in the ECTA.

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11. Governing Law and Jurisdiction

- 11.1 This agreement shall be governed by the laws of the Republic of South Africa.
- 11.2 The customer, by its signature hereto and in terms of the provisions of Section 45 of the Magistrates Court Act. No 32 of 1944, as amended, consents to The jurisdiction of the Magistrate’s Courts in relation to any actions or proceedings instituted against the customer in terms of, or arising out of the provisions of this agreement, provided That either party 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.
- 11.3 In the event of either party instituting legal proceedings against the other (“defaulting party”) to recover amounts due to or take any other legal steps Arising out of this agreement, the defaulting party shall be liable for legal costs on the scale as between attorney and own client.

12. Disclosure

- 12.1 The supplier undertakes not to disclose to any third party details of the customer’s name, address or any third party (“customer details”) except as set out in this clause 13
- 12.2 The customer hereby authorizes the supplier to disclose customer’s details to a third party wherever the supplier deems this reasonably necessary to Enable it to properly perform its functions or protect its interests (including, without limitation, for the purposes of credit vetting the customer), for the purpose of enabling the provision of emergency services or directory or repair services to the customer.
- 12.3 In addition, the supplier may disclose the customer’s details if required to do so to any regulatory authorities or any court of law.

13. General

- 13.1 In circumstances of the CPA being applicable to the agreement, the provisions of the CPA shall prevail in the event of a conflict between any provision of the agreement and the provisions of the CPA
- 13.2 The customer can only use the Service plans, through a Maxwell Technology CPE
- 13.3 Should any part of this agreement be found invalid, the balance of the provisions shall remain enforceable.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of The **CUSTOMER** _____

Signature

Name of Signatory _____

Designation of Signatory _____