



MONTH TO MONTH 30 days' notice SUBSCRIBER AGREEMENT

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79 Buh-Rein drive, Chandelle Complex, Buh-rein Estate, Kraaifontein, Cape Town,7570

Date :		Contract Period :	MONTH TO MONTH WITH 30 DAYS NOTICE	Referral Amount Due :	R
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Subscriber Details

Full Name:					
ID/Passport No:		Mobile No:			
		Street Code:			
Postal Address:					
		Postal Code:			
Email Address:			Tel No:	()	
Employer's Details:	COMPANY NAME		TEL NO.		

Service Requirements

Product Code	Site Name	Description	Once-Off Rental Fee & Installation	Monthly
			R	
			R	R
			R	R
			R	R
			R	R
			R	R
Special Instructions:		Sub-Total	R	R
		VAT	R	R
		Total	R	R

NB: please note that if your account is disconnected for none payment reconnection fee will be charged an amount R50. Your account is payable on the last day of each month. Cancellation to be done before the 15th of the month you would like to stop the service.

EFT (Electronic Funds Transfer)

Bank Name:	First National Bank
Account Holder:	ST Connect (PTY)LTD
Account No:	62882875043
Reference :	Please quote your name & surname as reference number when making EFT or ATM deposits

Subscriber Declaration

I/We hereby warrant that the above information is true and correct and, for any services to be provided by ST CONNECT, by my signature hereto, I irrevocably offer to enter into a Subscriber agreement with ST CONNECT upon the terms set out in the Terms and Conditions applicable per product and service offering which I have read and understood and agree to be bound by in all respects. I acknowledge that pending service offering acceptance hereof, I shall have no claims against STCONNECT arising out of this agreement. Additional callout and travelling are subject to our standard callout and travelling costs. I also declare that in my personal capacity, I hereby give permission to ST CONNECT to do any credit checks if may deem necessary.

Signed at		on this	
Authorised Signatory:		Witness:	

SUBSCRIBER APPLICATION AGREEMENT TERMS & CONDITIONS

PARTIES TO THIS AGREEMENT

This Subscriber Agreement (the "Agreement") is made and entered into this [redacted] day of [redacted] year 2024 ("Effective Date") by and between ST CONNECT (Pty) Ltd; a limited liability company registered in terms of the laws of the Republic of South Africa, having its principal place of business at 79 Buh-Rein drive, Chandelle Complex, Buh-rein Estate, Kraaifontein, Cape Town 7570. (Herein after called "The Supplier")



remain personal property of The Supplier not withstanding that it may be or be otherwise attached to or embedded in reality.

6. LIMITATION OF LIABILITY

- 6.1 The Supplier gives no warranties, representations, guarantees or undertakings express or implied, concerning the equipment and/or the services. Neither The Supplier nor its holding company, any of its subsidiaries, sub-contractors, employees, affiliates or agents shall be liable or responsible for any loss or damage of whatsoever nature or howsoever arising in consequence of any omission by The Supplier, its holding company, its subsidiaries, sub-contractors, employees, affiliates or agents in the supply or failure of the equipment and/or the services or otherwise, irrespective of whether such loss or damage is attributable to the fault or negligence of The Supplier, its holding company, its subsidiaries, sub-contractors, employees, affiliates or agents.
- 6.2 The Supplier shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Subscriber whatsoever no matter when or how, arising out to the provision of the services or otherwise, whether direct or in direct, consequential or contingent and whether foreseeable or not and in particular not billable for financial loss of profits, contract, business anticipated, savings use or goodwill.
- 6.3 The Subscriber acknowledges and agrees that the services' quality and coverage available to the Subscriber shall be limited to that provided by the data, fixed line, Wireless or GSM Network Providers and the services may from time to time be adversely affected by physical features such as buildings and underpass as well as atmospheric conditions and other causes of interference.
- 6.4 The service provided by The Supplier expressly exclude problems caused by: any misuse or unauthorized tampering with hardware or software; electrical Malfunction; any misuse, wilful act or default attributable to the Subscriber, its agents, employees or sub-contractors; force majeure; or irregular or fluctuating electrical power supply.
- 6.5 Although all reasonable effort is made, The Supplier makes no guarantee that services will be rendered and transmitted error free or without virus, and further that the services are secure from unlawful access.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions, words or phrases, shall bear the meanings assigned to them below:
 - 1.1.1 "Agreement" shall mean the agreement as set out herein together with the Subscriber Application Agreement.
 - 1.1.2 "Effective Date" shall mean the date of signature of this Agreement;
 - 1.1.3 "Commencement Date" shall mean the date of activation of the services;
 - 1.1.4 "System" shall mean the radio interface, fixed line, or any other means by which telecommunication services are provided by The Supplier;
 - 1.1.5 "Services" shall mean the basic telecommunication service providing speech and data communication via the system and any other such service The Supplier may at its option choose to make available to the Subscriber.
 - 1.1.6 "USI" shall mean the unique subscriber identity, which identifies the subscriber to the system and allows access to the system and services.
 - 1.1.7 "Tariff" shall mean the tariff of charges as published and amended from time to time by The Supplier in its sole discretion;
 - 1.1.8 "Equipment" shall mean the ST CONNECT apparatus, together with all additions or accessories thereto including hardware, software and intellectual property, as specified in this Agreement and its schedules, if applicable.
 - 1.1.9 "Monthly Access Charge" shall mean the monthly charge for being connected to the system as specified in the tariffs.
 - 1.1.10 Words that have not been defined in this Agreement but have a generally and commonly understood meaning and context in the Information Technology and Telecommunication sector will be interpreted as having that meaning and context.

2. CONNECTION TO THE SYSTEM AND PROVISIONS OF THE SERVICES

- 2.1 The Supplier shall allocate a USI to the Subscriber and connect the Subscriber to the system and The Supplier shall use its best endeavours to make the services available to the Subscriber throughout the duration of this Agreement.
- 2.2 Subscriber acknowledges that he will be liable for all charges for the services Rendered through the system uniquely identified by said USI at the rates as specified by the Supplier.
- 2.3 The Subscriber acknowledges and agrees that The Supplier can only guarantee the service if the other telecommunication equipment, including but not limited to telephone sets, modems, routers, switches and hubs, connected to the system is approved by The Supplier.
- 2.4 The Subscriber hereby agrees that all necessary and adequate precautions will be taken to ensure that no unauthorised and/or fraudulent usage of the Services occurs. Pursuant to this clause; The Supplier shall not accept any liability of whatsoever nature or howsoever arising as a result of this clause not being fully adhered to by the Subscriber.

3. PAYMENT

- 3.1 In consideration of the provision of the Services or equipment, whatever the case may be, the Subscriber shall pay the Supplier the amount in each invoice monthly in advance by no later than the 1st of each month whether the Services have been or are being utilised by the Subscriber.
- 3.2 Should any debit order be returned unpaid or stopped for whatsoever reason or should The Supplier exercise its right to suspend the provision of the services due to late or non-payment of any monies due in terms hereof by the Subscriber, then the Subscriber shall pay an administration charge as may be levied by The Supplier 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 The Supplier.
- 3.3 Any and all applicable national and local taxes, fees, surcharges and all other related charges that may be imposed or levied on the Subscriber as a result of this agreement or by any appropriate statute or regulation which provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, "Taxes") will be paid by the Subscriber.
- 3.4 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.

4. DURATION

Subject at all times to the provisions of clause 8 (Termination clause); this Agreement shall commence on the commencement date and shall continue for a minimum period as stipulated on the Subscriber Application Agreement as "Agreement Period" thereafter may be terminated by The Supplier giving notice to Subscriber in terms of clause 8 (Termination clause) or by the Subscriber giving The Supplier not less than 30 (thirty) days written notice of termination.

5. INSTALLATION OF EQUIPMENT

- 5.1 The Subscriber shall allow The Supplier or its approved representative to carry out such work at the Subscriber's premises as is necessary to effect implementation of the services and indemnifies the Supplier, its directors, employees, agents or approved representatives against all damages, costs and expenses incurred in performing such implementation and as a result of such implementation.
- 5.2 Should the equipment installed at the Subscribers premises be damaged, lost, stolen, an operational or undergoing repair, the Subscriber agrees that this Agreement is not conditional upon such availability or operation of the equipment and this Agreement shall continue in full force and effect and the Subscriber shall continue to pay all amounts due in terms hereof.
- 5.3 The Subscriber shall provide the necessary space, electricity supply and environmental conditions required for the equipment, all at the Subscriber's cost.
- 5.4 All Equipment not bought and paid for in full by The Subscriber will remain the sole and exclusive property of The Supplier until paid for in full and nothing contained herein will give or convey to the Subscriber any right, title or interest whatsoever in such equipment, which will at all times be and

7. USE OF THE SERVICE, STATUTORY AND REGULATORY PROVISIONS AND SUBSCRIBER APPARATUS

- 7.1 The Subscriber shall at all times comply with all statutory or other regulatory provisions relating to wireless telegraphy and telecommunications services applying to the provision and use of the services, from time to time. In addition, the Subscriber shall:
 - 7.2 Comply with any instructions issued by The Supplier which concern the Subscriber's use of the services or connected matters; and provide The Supplier with all such necessary information that The Supplier may reasonably require; and
 - 7.3 Only use apparatus which is approved for use with the system by The Supplier in writing.
 - 7.4 The Supplier warrants that it is licensed with the relevant South African authorities to render all the services as outlined in this Agreement.

8. TERMINATION

- 8.1 The Supplier may terminate this Agreement by notice if;
 - 8.1.1 Any license to operate or use the system is revoked, terminated or modified for any reason either in whole or in part; or
 - 8.1.2 The Subscriber is in breach of any of the terms of this Agreement and has failed to remedy the breach within 7 (seven) days of written notice by The Supplier; or
 - 8.1.3 A receiver or liquidator is appointed in relation to the Subscriber or an application for the sequestration or the winding-up of the Subscriber is made or any warrant of execution is issued against the Subscriber. In this case The Supplier may terminate the Agreement with immediate effect.
 - 8.1.4 If any license to operate or use the system is revoked, terminated or modified for any reason either in whole or in part.
- 8.2 It is agreed that the Subscriber may cancel this Agreement by giving 7 (seven) days prior written notice if The Supplier can no longer perform its duties under this Agreement by way of Legislation being passed by an Act of Parliament or a court ruling, after final appeals have been heard ordering the termination of the services;
- 8.3 Pursuant to clause 4 (Duration Clause), should the Subscriber terminate this agreement for any reason other than default by the Supplier or should The Supplier terminate this agreement for default by the Subscriber, then the Subscriber will pay the Supplier: (a) 100% for any unpaid amounts for the terminated Services/outstanding purchase price of equipment through the date of termination; (b) 60% (sixty percent) of the Monthly Access Charge that was to be paid through the end of the Agreement; (c) any special build costs; and (d) any service provider charges associated with disconnecting the Services. The parties agree and place on record that the early termination fee is considered to be both fair and reasonable.

9. ASSIGNMENT AND CESSION

The Subscriber shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this Agreement to any third party without The Supplier's prior written consent.

10. VARIATION OF CHARGES

The Supplier may vary all or any of its charges (including but not limited to the charges described in the Subscriber Application Agreement of this Agreement, any charges in respect of benefits provided to Subscribers and in respect of value added services) by publishing an amended tariff, such variation to take effect after 30 (thirty) days written notice.

11. NOTICES

All notices required to be given under this Agreement will be deemed to have been properly served if sent by pre-paid registered post or delivery to the parties principle place of business, or to any address either party has given to the other for this purpose from time to time.

12. FULL AGREEMENT

These terms and conditions constitute the whole agreement between the parties, except where the contrary is indicated. No additions, amendment or variation of these terms and conditions shall be of effect unless reduced to writing and signed by both parties.

Initial _____