



AGREEMENT

MEMORANDUM OF THE AGREEMENT BETWEEN:

HI-TECH WIRELESS (PTY) Ltd
Registration Number: 2016/118524/07
MENTIONED AS THE 'SUPPLIER'

AND hereafter mentioned as USER:

Name : _____

ID Nr : _____

Email Address: _____

Company Name: _____

Vat Nr : _____

Installation Address : _____

Cell Number : _____

Alternative Cell Number : _____

Payment Method : _____

Employer Name & Number : _____

Where did you hear about Hi-Tech : _____

Documents Needed:

Private Use: Copy of ID, Proof of Residence

Business Use: Company Registration Documents, Copies of Directors/Members ID's



MENTIONED AS THE 'USER'

This is a service **Hi-tech Wireless** offers to the public as mentioned in this document and a service the **USER** expects as given.

THE AGREEMENT IS AS FOLLOWS:

1. SERVICES:

The SUPPLIER will supply a radio link between the user and an internet server which will enable the USER a 24-hour link with an internet server.

2. EQUIPMENT: (The following is included with installation and warranty)

- Wireless link to our high sites (Installed on outside of building)
- Network cable to POE (not longer than 10m)
- POE (Power supply for equipment)

2.1 The SUPPLIER will install the equipment on the property of the user.

2.2 The equipment stays the property of the SUPPLIER at all times and the user will insure that the Equipment is not damaged.

2.3 The SUPPLIER will not be held responsible for any damage or loss on premises due to Installation of equipment.

2.4 The SUPPLIER will take full responsibility to replace or fix damaged equipment if the equipment is plugged in on a UPS or Surge Protection.

2.5 If CPE Equipment is Faulty or needs to be Upgraded a Call Out Fee of R550.00 will be payable to replace CPE Equipment

2.6 ONLY Applicable if Client has own Equipment:

2.6.1 The user hereby confirms that he will supply own equipment for installation to high site and accept responsibility for the equipment if needed to be replaced or upgraded for whatever reason.

Options available if equipment needs to be replaced or upgraded:

OPTION 1: Supply new equipment as per Hi-Tech preferences

OPTION 2: Pay full amount of equipment and equipment stays the property of the user

OPTION 3: Pay full Installation amount as quoted and equipment stays the property of Hi-Tech Wireless

Please note: If the equipment is the property of the user, the user accepts full responsibility for his account

(T's & C's apply)

3. THE USER RESPONSIBILITIES

3.1.A. INTERNET

The User will agree on paying an installation fee before installation.

In signing the agreement or immediately afterwards the user must sign a debit order form which is acceptable to the supplier and will cover the data used for each month upfront:

Please mark the selected package clearly by marking the check box with a X.

Capped Fibre Accounts

<u>Description</u>	<u>10MB/s Fibre Connection</u>	
20 GB Capped	R199.00	<input type="checkbox"/>
30 GB Capped	R250.00	<input type="checkbox"/>
40 GB Capped	R399.00	<input type="checkbox"/>
Installation cost	R1999.00	<input type="checkbox"/>

Uncapped Fibre Accounts

<u>Home Users</u>	<u>Monthly</u>		<u>6 Months</u>		<u>12 Months</u>	
512 Kb/s UNCAPPED	R250.00	<input type="checkbox"/>	R150.00	<input type="checkbox"/>	R150.00	<input type="checkbox"/>
1Mb/s UNCAPPED	R490.00	<input type="checkbox"/>	R250.00	<input type="checkbox"/>	R250.00	<input type="checkbox"/>
2Mb/s UNCAPPED	R690.00	<input type="checkbox"/>	R400.00	<input type="checkbox"/>	R400.00	<input type="checkbox"/>
3Mb/s UNCAPPED	R850.00	<input type="checkbox"/>	R500.00	<input type="checkbox"/>	R500.00	<input type="checkbox"/>
4Mb/s UNCAPPED	R990.00	<input type="checkbox"/>	R650.00	<input type="checkbox"/>	R650.00	<input type="checkbox"/>
6Mb/s UNCAPPED	R1500.00	<input type="checkbox"/>	R850.00	<input type="checkbox"/>	R850.00	<input type="checkbox"/>
10Mb/s UNCAPPED	R1900.00	<input type="checkbox"/>	R1350.00	<input type="checkbox"/>	R1350.00	<input type="checkbox"/>
Installation cost	R1999.00	<input type="checkbox"/>	R999.00	<input type="checkbox"/>	Free Install	

Business Users

6Mb/s UNCAPPED	R1500.00	<input type="checkbox"/>
10Mb/s UNCAPPED	R1900.00	<input type="checkbox"/>
20Mb/s UNCAPPED	R2850.00	<input type="checkbox"/>
40Mb/s UNCAPPED	R6500.00	<input type="checkbox"/>
Installation cost	R2500.00	<input type="checkbox"/>



Additional Extra's:

- Extra network point R399.00 Per Point up to 20m of Cable
- 8 Port Switch for additional network points – R399.00

Installation Preferences: (Please Select)

Network Cable Glue Gun:

Network Cable Saddles:

Network Cable Trunking:

Please note that all Trunking are installed with Hilties and Hi-Tech Wireless will take no responsibility for any damage caused.

3.1.B.VOIP TELEPHONE SYSTEMS

The USER agree on paying an installation fee which is payable before Installation.
In signing the agreement or immediately afterwards the user must sign a debit order form which is Acceptable to the supplier and will cover the data used for each month upfront:

Installation Cost once off (if installed with internet link) Middelburg & Emhalaleni R990.00

Installation Cost once off (if installed separately to internet) Middelburg – R1 499.00 Emhalaleni – R1 499.00

VoIP Phone Desktop including setup (once off) – R1356.60 (Option to pay it off at R452.20 pm for 3 months)

VoIP Phone Mobile including Setup (once off) - R 1938.00 (Option to pay it off at R646.00 pm for 3 months)

Line Rental per month (if only one phone) R 114.00 per month

Full PBX System as quoted (Please insert quote number here)

3.1.C. Internet/WIFI Hotspots

The USER agree on paying an installation fee which is payable before Installation.
CPE Equipment will stay the property of the SUPPLIER and any Call Outs for replacing the CPE equipment will be for USER account at a rate of R550.00
All Call Outs regarding Faulty HOTSPOT Equipment will be covered in this agreement at no extra cost to USER.
All other Call Outs will be charged for USERS account on a per hour Basis.
All Tickets for the Hotspot will be supplied by the SUPPLIER at a FIX Rate that will be printed on the Tickets, the Tickets will be sold to User at a 60% of the price.

Installation Cost once off Middelburg & Emhalaleni R1500.00

Payments (3.1.A,B and C) regarding this agreement will be free of the bill charges, set-off, or deductions in the bank account of the SUPPLIER or his nominated. The USER will be held responsible for the payment of totals equally to the totals lifted by the SUPPLIERS banker relative to any bank costs lifted for the violator of the USERS checks, debit orders or any other form of payment by the USER

3.2.1 Invoices will be send out on the 20th of Each Month, if not received it is the Clients Responsibility to follow up.

3.2.2 Account will be suspended on the 5th of Each Month if no payment reflecting in bank or Proof of payment was not received.

- 3.2.3 Activation Fee of R85.50 will be charged if payment is received after the 5th of Each Month.
- 3.2.4 If Amount is outstanding with 2 or more Months we Hi Tech Wireless will collect Equipment and full Months Fee will still be due for payment. Account will be handed over to Attorneys 10days after equipment is received if account is not up to date.
- 3.3 The USER will be responsible to get his premises in order for the installation of the equipment. (pc's and laptops must be available)
- 3.4 The user will not let anybody except the person authorized by the supplier to do any repairs or services on the system.
- 3.5 In cases the equipment is destroyed, broken down or any other problems occur the USER must notify the SUPPLIER in writing within 24 hours. The USER undertakes to pay all costs involving the replacement of the equipment or the repair of it, if the USER according to the SUPPLIER is responsible for the damage or repair of the equipment or Equipment is not on a UPS or Surge Protection.
- 3.6 The USER undertakes to have the space around the equipment free of clutter and neat and safe.
- 3.7 The USER will supply and maintain a 220 volt electric point as close to the installation area as possible and the costs of installing and maintain it will be the USERS responsibility.
- 3.8 The USER is not allowed to remove any of the SUPPLIERS equipment of his premises.
- 3.9 The USER undertakes to have the equipment accessible at all times for services or repairs during normal office hours.
- 3.10 The USER undertakes to supply his own personnel computer and maintain it to use in conjunction with the equipment.
- 3.11 The USER agrees that as long as there is Outstanding Balance no Cancelations will be accepted and a monthly fee for equipment may be billed even if no data are used.

4. RESPONSIBILITIES OF THE SUPPLIERS

- 4.1 The SUPPLIER undertakes to deliver the necessary equipment to the USER and to install it based on the agreement and space available on the premises.
- 4.2 The SUPPLIER undertakes to be at the USERS premises and report to him within 24 hours after he received a written report of the damage on the USERS premises of the equipment.
- 4.3 The SUPPLIER has the right to inspect. Repair or service the equipment in normal business hours.
- 4.4 The SUPPLIER has the right to change suppliers, internet suppliers, networks or banks without disclosure or notice to the USER.
- 4.5 The SUPPLIER has the right to have advertisements in connection with the service provided to the User on his premises.
- 4.6 The SUPPLIER has the right to terminate the services of the user for short periods of time to upgrade or repair the system.
- 4.7 The SUPPLIER is in no way responsible for any loss or damage the USER might have in the period the internet server is not connected.
- 4.8 The SUPPLIER has the right to suspend service if payment is not received **before the 5th of each month**. Please note that the internet is strictly a prepaid service.
- 4.8.1 If for any reason the USER is not able to make payment the next month or will not be using the Internet for a month the USER must give the SUPPLIER A 10day Written Notice so that the SUPPLIER can ensure that the Account is not Billed for the following month and that the Service will be suspended in time. This Service can only be de-activated for 2 simultaneous months thereafter arrangements for removing of Equipment will be made and the USER will have to pay Full Installation Fee for Re-installation of Equipment.
- 4.9 The SUPPLIER will charge a **Suspension fee of R85.50** for any late payments or returned debit orders.

5. TERMS

- 5.1 "NO" 6 or 12-month contract can be cancelled or downgraded while still in the monthly agreement terms. Any contract may be upgraded by resining a new contract.
- 5.2 USER is entitled to suspend internet usage for a month via written notice before the 20th of the month. No account may be suspended for more than 2 consecutive months.
- 5.3 If account is suspended due to no PMT or Late PMT the whole month internet will still be payable even if no data was used.
- 5.4 This agreement shall commence on the date the equipment are installed and will endure on a month to month basis, during the first 3 months the USER are not entitled to cancel the agreement.
- 5.5 After the initial terms expired, the USER will be entitled to cancel the agreement with 30Thirty days written notice to the SUPPLIER.
- 5.6 NO CANCELATION will be accepted if not in writing.
- 5.7 NO CANCELATION will be accepted if account is in arrears.
- 5.8 A monthly rental fee of R500.00 or monthly Subscription whichever is the highest amount, might also be charged even if account is suspended or disconnected for as long as equipment is on premises.

6. YEARLY MARK-UP

All amounts that are payable in accordance to this agreement can increase or decrease at a rate that the SUPPLIER in his sole discreet from time to time may determine.

7. LOSS OF EQUIPMENT

- 7.1 Incase the equipment are lost or stolen or damaged due to vandalism the USER will within 24 hours after the incident give written notice to the SUPPLIER.
- 7.2 The SUPPLIER will take all necessary actions to replace the equipment as soon as possible and availability of stock after he was notified of the incident.
- 7.3 The USER will be held accountable to pay the SUPPLIER all outstanding amounts in terms of the agreement, notwithstanding the fact that the USER is not in possession of the equipment.

8. VIOLATING OF CONTRACT

- 8.1 If the USER neglects to pay any amount according to this agreement promptly or neglects to obey any other determining of this agreement, the SUPPLIER will be liable to:
 - 8.1.1 Cancel this agreement without prior notice. The SUPPLIER will claim all outstanding amounts of the USER of his choice; OR
 - 8.1.2 Without canceling the agreement, collect the whole outstanding amount due by the USER which amounts are in such a case that are immediately claimable and payable on 7 (SEVEN) days after the USER was given written notice.
- 8.2 If the agreement was violated by the USER, the USER will be held accountable for the payments of costs and expenses that is needed, including attorney costs on an Attorney and own clients scale, including the cost regarding a tracker and collector's commissioner. Costs and expenses are payable by the USER on request.
- 8.3 The USER agrees to the jurisdiction of the magistrate's court for any actions or proceedings that may be established according this agreement. Notwithstanding the fact that the USER agreed to the jurisdiction of the magistrate's court, can the SUPPLIER in his sole discretion any proceeding according to this agreement out of the Supreme Court of South Africa that is upholstered with jurisdiction, conducted.

8.4 If the SUPPLIER neglect to obey any determining of this agreement or canceling of this agreement or pretend that the agreement is cancelled which cancellation to the judgment of the USER are invalid, the USER may cancel the agreement or accept cancellation with reservation that the USER first was given **written notice of 20 (twenty) days** to the SUPPLIER so he could correct his negligent or to retract his cancellation.

9. REMOVING

If this agreement is cancelled due to any reasons, the SUPPLIER will be liable to visit the premises in his sole discretion at any time to remove the equipment of the SUPPLIER from the premises of the USER. If the USER cancelled the agreement or the agreement is cancelled due to the USER'S violation of the agreement, the USER will be held responsible for the costs to remove the equipment from his premises.

10. EXCLUSION OF ACCOUNTABILITY AND COMPENTATION

10.1 The SUPPLIER made no representation or warranty to relative services in this agreement supplied.

10.2 The SUPPLIER will not be held responsible for any loss or damages, incidental or consequential, direct or indirect that the USER may occur during the use of the equipment.

10.3 The USER indemnifies and places the SUPPLIER, his employees, his assignee, and members/directors reparation for any accountability through a third party due to service provided and equipment used by the USER.

10.4 The SUPPLIER will not be held responsible for any damage or loss occurred during installation11.

11. DOMICILIUM CITANDI ET EXECUTANDI

11.1 The party's choice as their exception domiciliumcitandietexecutandi the address set out as shown on the front of the agreement.

11.2 The parties may alter their domicilium from time to time by way of written notice to the other party.

11.3 Any notice to the USER due to the agreement will be respected to the USER on the 7 (SEVEN) day after posted, if posted by registered post, or the day delivered, or send per hand of faxed.

12. GENERAL

12.1 The SUPPLIER will in his sole discretion be liable to sell its rights in this agreement, to assign or otherwise make over without beforehand permission from the USER and the USER if needed, by any legal adviser, go forward with the payments due to the agreement to such an up follower in right. Any reference in the agreement to the SUPPLIER will be laid out as a reference in the up follower in right. The USER accepts herewith the cession of rights and to know the rights of the cessionary in this clause.

12.2 No slackening or compensation from the SUPPLIER to the USER lend will be respected a renunciation of any right of the SUPPLIER in this agreement.

12.3 This agreement is the total agreement between the parties and no agreement that differs from this agreement will be lawfully unless it is in writing and signed by both parties.

12.4 No modifications on this agreement will be lawfully unless it is on writing and signed by both parties. The parties must definite reconcile that this clause only be decided on writing and signed by both parties.

12.5 The SUPPLIER has no warrantee or successions for the USER, except that his held within this agreement, and the USER have not on any warrantee or successions traded.

12.6 Every word and phrases in this agreement that specified in a certain race, will included the other race as well and the singular will also include the multiple and vice versa. Every phrase, sentence, paragraph, and clause in this agreement can be separated from each other notwithstanding the ways they are bonded or grammatical grouped, if any of the phrases, sentences, paragraph's or clauses of this agreement threw a order of unenforceable then the remaining phrases, sentences, paragraph's and clauses will not be forced.

12.7 No party will be held accountable for his responsibilities due to the agreement unless *vis major* or circumstances are reasonably unreachable by the parties.

SIGNED at: on the..... day of..... 20.....

WITNESS:

1. _____

Supplier: _____

2. _____

User : _____



HI TECH WIRELESS (PTY) LTD
22 Samora Machel str
Middelburg
1050

Reg Nr. 2016/118524/07
Vat Nr. 4100274242

BANK DEBIT ORDER INSTRUCTION

Name (Debtor) : _____
Address : _____

Date : _____
Contract No. : _____
Debit Amount : _____
1st of Month : _____

Contact No : _____

Abbreviated name as registered with the bank : **HITECHWIRE**

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 Total Outstanding Amount on Statement will be deducted otherwise 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 the 1st of each and every 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 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 re-present the instruction for payment as soon as sufficient funds are available in my account;
- 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 than the balance due as per statement;

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

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

PLEASE NOTE:

OUR BANKING DETAILS:

Beneficiary Name: HI TECH WIRELESS

Bank Name: FNB

Branch Name: Middelburg

Branch Code: 25 06 55

Account Number: 62611085871

Payment Reference Number: Please see below for the correct reference to use when making payments.

For Company PMT: Please use Company name as stated on your Contract

For Private PMT: Please use your Name and Surname as stated on your Contract