

SUBSCRIBER AGREEMENT

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. **"AGREEMENT"** means this agreement duly entered between the Subscriber and ASK IT which establishes the terms and conditions under which ASK IT will provide Services to the Subscriber.
- 1.2. **"ASK IT / "SERVICE PROVIDER"** means ASK IT, a company incorporated in the Republic of South Africa with registration number 2009/064808/23
- 1.3. **"CAP"** means the limit which the Service Provider may impose on usage or spend by a Subscriber on a package in any one or more months.
- 1.4. **"CHARGES"** means the connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of the Services and any other services provided to the Subscriber in terms of this Agreement or otherwise by notice from time to time.
- 1.5. **"CONNECTION DATE"** means the date on which the Services commence.
- 1.6. **"COVERAGE AREA"** means the physical geographic area within which the Services are provided by ASK IT.
- 1.7. **"CPE"** means Customer Premises Equipment, including the antennas and communication cards, gateways and modems installed at a Subscriber's Premises to send and / or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future enhanced services to the Subscriber.
- 1.8. **"INITIAL TERM"** means the contract period as indicated on the face of this Agreement, commencing on the Connection Date.
- 1.9. **"NETWORK OPERATOR"** refers to ASK IT, Neotel, MTN Business, IS, Telkom, Vodacom, MTN and/or all other data and voice carriers that ASK IT interconnects with.
- 1.10. **"PREMISES"** means the installation address as defined on the face of this Agreement.
- 1.11. **"SERVICES"** collectively means ASK IT services, which include ancillary services related thereto which are selected and agreed upon by the Subscriber in the signed Agreement.
- 1.12. **"SUBSCRIBER"** is the Company, Close Corporation, Firm, Partnership, Body Corporate or Persons contracting to receive the Services from ASK IT in terms of this Agreement.

2. APPOINTMENT AND TERM

- 2.1. With effect from the date of acceptance hereof by ASK IT, the Customer appoints ASK IT to provide the Services.
- 2.2. The Subscriber acknowledges that this Agreement constitutes an irrevocable offer by the Subscriber, which may be accepted or refused by ASK IT in its sole discretion. The offer will be considered once received by ASK IT at ASK IT premises. Connection of the Subscriber shall be deemed to constitute commencement of the Services. This Agreement shall become binding between ASK IT and the Subscriber once signed by ASK IT, whether the Subscriber was notified of the acceptance of the offer or not.
- 2.3. After the Initial Term, as selected on the face hereof, this Agreement shall continue further monthly at the prevailing monthly subscription fee of ASK IT, unless either party serves written notice of termination on the other not less than one (1) month prior to the end of the Initial Term or such successive periods.
- 2.4. Termination of the Agreement does not relieve the Subscriber from the liability to pay charges for usage of the Services by the Subscriber up until the Services are disconnected by ASK IT.
- 2.5. The subscriber may not cancel or terminate the Agreement and demand reimbursement for CPE or any damages of whatsoever nature because of the Subscriber's relocation to an area outside of ASK IT Coverage Area.

3. THE ASK IT SERVICES

- 3.1. The Services are to include the routing of voice and data traffic over the ASK IT network:
 - 3.1.1. Voice constitutes all national, international and mobile voice or data calls routed through the ASK IT network.
 - 3.1.2. Data constitutes packets of data routed or managed via Mobile, Fixed-line or Wireless circuits across or through the ASK IT network.

- 3.1.3. The worldwide web "www" is not secure, and we recommend that Subscribers implement all the necessary firewalls and software protection.
- 3.2. The Subscriber shall allow ASK IT access to the Subscriber's premises, with prior notification to the Subscriber, to install, maintain, monitor, inspect, replace or remove the Services.
- 3.3. The Subscriber shall have no claim of whatsoever nature and howsoever rising against ASK IT, its service providers or partners, 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 or poor coverage or should any of the services or facilities provided by the Network Operators, Eskom or ASK IT be temporarily unavailable.
- 3.4. ASK IT is exempted from all liability for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to the Subscriber and/or any third party arising from such suspension, due to repairs and/or improvement work on the technical infrastructure by means of which the Services are provided. ASK IT shall endeavour to give the Subscriber prior notice of any such increases or variation but gives no undertaking in this regard.
- 3.5. 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. ASK IT does not make any representations, nor give any warranty or guarantee of any nature whatsoever in respect of the Services.
- 3.6. All data services are "best effort" and no download speeds are guaranteed unless client subscribes to dedicated 1:1 service.
- 3.7. ASK IT does not warrant or guarantee that the information transmitted using the Services will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a country.
- 3.8. ASK IT shall be entitled in its sole discretion to alter the telephone number or any other code or number, which has been allocated to the Subscriber.
- 3.9. ASK IT shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without ASK IT to incur any liability whatsoever, in the event of non-availability of the Services or if any agreement giving ASK IT access to anything relating to the Service, is suspended, cancelled, varied or terminated.
- 3.10. Any request by the Subscriber to migrate from one package to another will be subject to the discretion and approval of ASK IT and any migration charges where applicable, will be as per the applicable ASK IT tariff plan.
- 3.11. ASK IT reserves the right to carry out a credit check against the Subscriber prior to acceptance of this Agreement and subsequent to carrying out of such credit check may request from the Subscriber a cash deposit or bank guarantee in a form to be approved by ASK IT and issued by a bank acceptable to it or such form of security as ASK IT may at its sole discretion request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which ASK IT may reasonably expect the Subscriber to incur during any two (2) full billing cycles.
- 3.12. If any unpaid charges incurred by the Subscriber (including Charges which have accrued but have not yet been invoiced) shall at any time exceed the amount of any initial deposit or bank guarantee provided by the Subscriber to ASK IT in terms of clause 5, ASK IT may request an additional amount by way of cash deposit or bank guarantee in a form to be approved by ASK IT and issued by a bank acceptable to it or such form of security as ASK IT may at its sole discretion request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which ASK IT may reasonably expect the Subscriber to incur during any two (2) full billing cycles.
- 3.13. The Subscriber acknowledges that any failure by it to comply with any request made by ASK IT under Clauses 3.12 and 3.13 shall constitute a material breach under this Agreement, which is not capable of remedy.
4. **SUPPLY, USE AND INSTALLATION OF CPE AND SERVICES**
 - 4.1. The Subscriber shall be responsible for obtaining all necessary approvals and authorisations from any competent authority or

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- body and required for any such supply and/or delivery and/or installation and the Subscriber hereby indemnifies ASK IT against any claim or liability suffered by ASK IT by reason of such approval and authorisation not having been obtained.
- 4.2. All risk in and to the CPE shall pass to the Subscriber on delivery by ASK IT.
- 4.3. If any CPE is lost, stolen or damaged, the Subscriber shall immediately notify ASK IT in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such CPE. ASK IT shall as soon as reasonably possible replace the CPE. The cost of this replacement equipment shall be for the Subscriber's account
- 4.4. Any of the stipulations as in Clause 4.4 shall in no way be deemed to constitute a termination of this Agreement which shall continue to be of full force and effect.
- 4.5. The Subscriber hereby warrants and undertakes in favour of ASK IT that the Subscriber:
- 4.5.1. Shall not use nor allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services.
- 4.5.2. Shall only use the CPE provided by ASK IT and comply with relevant legislation and regulations imposed by a competent authority and all directives issued by ASK IT to relate to the use of the CPE and the provision of Services.
- 4.5.3. Recognises that no right, title or interest in the software contained in the CPE issued to the Subscriber vests in the Subscriber.
- 4.5.4. Shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE.
- 4.6. Should the Subscriber utilise the monthly data allocation per the capped service selected in this Agreement, the Subscriber is entitled to use additional data at the applicable rate, however, ASK IT reserves the right to limit the Subscriber's additional data usage to any cap imposed by the Service Provider.
- 4.7. The CPE must be used in accordance with ASK IT or the manufacturer's instructions. Other services or equipment provided to the Subscriber by a third party are subject to the third party's terms and conditions.
5. **CHARGES**
- 5.1. The Subscriber shall pay to ASK IT:
- 5.1.1. Upon signed acceptance of the Services, the initial installation fee and all other introductory and hardware costs; or
- 5.1.2. Commencement charges stipulated in this Agreement; and
- 5.1.3. In the case of the monthly Service fees, payment for the first month to be pro-rated if applicable
- 5.1.4. Arrears as and when monthly billing is passed on by the Network Operators, the total charges for the Services used and/or generated by the Subscriber during each billing period and any other charges payable in respect of the Services requested by the Subscriber or other charges levied by ASK IT from time to time; and
- 5.1.5. ASK IT is a VAT Vendor and does charge VAT.
- 5.2. The Charges payable by the Subscriber to ASK IT for the provision or facilitation of the Services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by ASK IT from time to time and the contents of such notice, directive promotion or tariff plan including the charges and provisions stipulated therein shall be deemed to be incorporated in this Agreement as if specifically set out herein.
- 5.3. The Subscriber agrees that ASK IT shall be entitled from time to time to increase or vary the Charges payable (as dictated by the networks or by extreme currency fluctuations) by the Subscriber to ASK IT for the Services. ASK IT shall endeavour to give the Subscriber prior notice of any such increases or variation but gives no undertaking in this regard.
- 5.4. ASK IT's monthly statement of Charges shall be prima facie proof of the amounts owed by the Subscriber to ASK IT in terms hereof and of the other facts stated herein and should the Subscriber dispute the number, duration or amount charged in respect of any call made or services rendered by ASK IT, then the Subscriber shall bear the onus of proving that ASK IT statement is incorrect in such respect.
6. **PAYMENT TERMS**
- 6.1. Should the Subscriber send any monies, cheques, orders or bills by means of 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 what is stated herein, the Subscriber shall draw all cheques, postal orders and bills payable to ASK IT Solutions and marked "not transferable".
- 6.2. The Subscriber agrees that payment shall only have been made to ASK IT when the monies remitted by the Subscriber have been received into ASK IT bank account.
- 6.3. Should any stop order, debit order or cheque payment be returned unpaid or stopped, for whatsoever reason or should ASK IT 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 of at least R200, as may be levied by ASK IT from time to time for each such non-payment, suspension or any other breach of this Agreement which amount shall be liable upon demand and recoverable by ASK IT.
- 6.4. In the case of the monthly Service fees, payment for the first month to be pro-rated for the remaining of the month. Subsequent payments to be made monthly in advance on or before the first (1st) day of every month, or as per the debit order run date. Non-receipt of invoices by the Subscriber will not be considered as a valid basis for late or non-payment.
- 6.5. **If payment is not done by debit order, then funds must reflect in the account of ASK IT on or before the 1st of every month. Failure will result in the immediate suspension of account without notice. Proof of payment will be required before re-activation of account.**
- Client Signature:** _____
7. **LIABILITY**
- 7.1. The Subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of ASK IT whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle ASK IT to apply for judgement against the Subscriber and to obtain summary judgement or provisional sentence.
8. **LIMITATION OF LIABILITY**
- 8.1. The Subscriber hereby indemnifies ASK IT and holds ASK IT harmless against any claim by any third party arising directly or indirectly out of the Subscriber's access to or use of the Services or information obtained using it, including without limitation of any claim due to the use of the Services for unlawful purposes.
- 8.2. ASK IT shall not be liable for any loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the Services, the transmission of the Services, or failures or defects in facilities furnished by ASK IT, occurring in the course of furnishing Services, and liability shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to ASK IT for Services, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the Services, its transmission or failure or defect in facilities furnished by ASK IT occurred.
- 8.3. The Subscriber must pay ASK IT for the replacement or repair of damage to ASK IT equipment or facilities caused by the negligence or wilful act of the Subscriber or users; improper use of Services; or any use of ASK IT equipment or Services provided by others.
- 8.4. The Subscriber must insure ASK IT equipment or facilities installed at the Subscriber's premises for the theft or mishandling of equipment, or the Subscriber shall be liable for the replacement equipment.

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- 8.5. The equipment installed at the Subscriber's premises remains the property of ASK IT unless the Subscriber has purchased and paid for the equipment.
- 8.6. The Subscriber is liable for all Services subscribed for in this Agreement, once the Services have been installed and activated.
- 8.7. ASK IT shall not be liable in respect of any warranties and/or representations of any nature whatsoever given or made by the salesman or selling agents who have no authority to bind the company in any respect whatsoever.
9. **BREACH**
- 9.1. If the Subscriber:
- 9.1.1. fails to pay any amount under this Agreement on the due date, then ASK IT 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 disconnect the Subscriber from the network and/or to render the CPE inoperable by whatever means.
- 9.1.2. terminates the contract before the specified date of termination for breach of contract, it will result in the Subscriber being liable for the full payment of the remaining subscription or hardware fees for the applicable term signed upon in the terms of this Agreement.
- 9.2. ASK IT has the right to terminate this Agreement without prejudice to any other right ASK IT may have in terms of this Agreement or at law; if the Subscriber:
- 9.2.1. fails to pay the monthly Services and other Charges in terms of this Agreement on the due date
- 9.2.2. breaches any provision of this Agreement, all of which are deemed to be material, and fails to remedy the breach within seven (7) days after the dispatch of a registered, hand delivered or faxed letter by ASK IT to call on the Subscriber to remedy the breach;
- 9.2.3. commits an act of insolvency in terms of an act of the Republic of South Africa;
- 9.2.4. is a company or close corporation and is deregistered or liquidated or in the case of a company placed under judicial management, whether provisionally or finally;
- 9.2.5. is a natural person and he or any one of his partners is provisionally or finally sequestrated, or he or any one of his partners becomes subject to an administration order;
- 9.2.6. ceases its business activities for longer than a period of sixty (60) consecutive days, unless forced to do so by force majeure; or
- 9.2.7. Gives ASK IT notice of the termination of its surety ship for any surety in favour of ASK IT for the payment of the Services in terms hereof.
- 9.3. ASK IT shall be entitled to recover all legal expenses, including legal expenses (on an attorney-and-own client scale) incurred and arising directly or indirectly out of this Agreement.
- 9.4. The Subscriber agrees that interest shall be payable on any monies due to ASK IT at the maximum legal interest rate prescribed in terms of the Usury Act from the date they fall due. Interest shall be compounded monthly in arrears.
10. **DOMICILIUM AND NOTICES**
- 10.1. The Subscriber and ASK IT hereby to choose DOMICILLIUM CITANDI ET EXECUTANDI for all purposes of and in connection with this Agreement at the physical address, e-mail and fax as set forth on the face hereof. ASK IT shall be entitled to give any notice in terms of this Agreement by e-mail and or fax.
11. **WHOLE AGREEMENT**
- 11.1. This Agreement constitutes the sole record of the agreement between the parties regarding the subject matter thereof. Neither party shall be bound by any representation, express nor implied term, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that ASK IT may grant to the Subscriber shall constitute a waiver of any of ASK IT rights. In this Agreement the singular shall include the plural.
- 11.2.
12. **SEVERABILITY**
- 12.1. Should any provision of this Agreement be rendered unlawful, then that unlawful provision only shall be invalid, without effecting or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.
13. **WARRANTIES**
- 13.1. Save as expressly set out in this Agreement, ASK IT does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of ASK IT equipment or Services and all warranties which are implied or residual at common law are hereby expressly excluded.
- 13.2. Without limitation to the generality of Clause 13.1, ASK IT does not warrant or guarantee that the information transmitted by or available to the Subscriber by way of the Services or ASK IT equipment:
- 13.2.1 will be preserved or sustained in their entirety;
- 13.2.2 will be suitable for any purposes;
- 13.2.3 will be free of inaccuracies, defects, bugs or viruses of any kind; and
- 13.3. ASK IT assumes no liability, responsibility or obligations regarding any of the exclusions set forth in Clauses 13.1 and 13.2 above.
14. **GENERAL**
- 14.1. ASK IT is entitled to cede its rights and/or to delegate its obligations 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 obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of ASK IT.
- 14.2. The Subscriber warrants the accuracy of all information furnished by or on behalf of the Subscriber in terms of or pursuant to this Agreement. The Subscriber shall forthwith notify ASK IT in writing of any changes from time to time in the information set out on the face hereof.
- 14.3. The Subscriber undertakes to abide by ASK IT acceptable use policy.
- 14.4. The Subscriber shall not be entitled to migrate to a lower tariff plan as offered by the Network Operators during the stipulated contract term stated on the face hereof unless recommended and agreed to by ASK IT.
15. **JURISDICTION**
- 15.1. The parties consent, in terms of Section 45 of Magistrate's Court Act 32 of 1944, to the jurisdiction of the Magistrate's Court or any district having jurisdiction over it by virtue of Section 28(1) of the said Act, in respect of any action or legal proceedings in connection with this Agreement, notwithstanding the fact that the amount involved in such action or proceeding may be beyond the jurisdiction of a Magistrate's Court.
- 15.2. ASK IT however reserves the right to institute action or proceedings in the High Court.
16. **FORCE MAJEURE**
- 16.1. If ASK IT is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement due to any reason or cause beyond the control of ASK IT or by reason of force majeure, ASK IT shall be relieved of its obligations in terms of this Agreement during such period.
17. **EQUIPMENT MAINTENANCE PLAN**
- As an alternative to a supplier warranty, ASK IT offers its subscribers the option to add an Equipment Maintenance Plan that covers installed equipment including antenna, Wi-Fi router, Power supplies and cabling against the following events.



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- Rain/Storm/Water Damage
 - Electrical Surges including lightning
 - Any latent defects
- The cost of any repairs or replacement that is required will be borne by ASK IT. The cover includes any travelling and/or call-out fees.

- The following conditions are not covered by the Equipment Maintenance Plan:
- Malicious damage
 - Theft
 - Rust
 - Unauthorized service/opening by non-ASK IT personnel

Signatures	
Please ensure that all the details contained in this document are correct. By your signature to this Agreement you acknowledge that you have read and understood the terms and conditions of this Agreement.	
Please Print Name	
Date	
Customer Signature	