



Westways Centre office 4 200 Ouklip weg Helderkruin 1724



Tel : 087 654 0414

VAT NO : 4130272398



Fax : 086 610 6841

COMPANY REG : 2015/444767/07

1. Service Contract

2. A) Standard Terms & Conditions

3. Commencement & Installation

4. This Agreement, including all the Terms & Conditions contained herein and on the IPro Communications (Pty) Ltd website, the Service Application, the Debit Order Instruction, the Rental Application (if applicable), Quotation(s), Warranty, Acceptable Use and Fair Usage Policy, all Legal Policies published on the IPro Communications (Pty) Ltd website as well as the standard terms and conditions of any 3rd-Party Open Access Network (if applicable), (collectively hereinafter referred to as “Service Contract”), comes into effect after receipt and acceptance of this Service Contract by IPro Communications (Pty) Ltd (“effective date”). In terms hereof IPro Communications (Pty) Ltd shall provide the Customer with the telecommunications equipment, internet access, fibre, voice and/or other data services as agreed upon in exchange for the agreed fees.
5. Installation date will be confirmed after receipt of all required documentation and affordability approval (if applicable). Installation is subject to the on-site technical coverage, signal strength and connectivity assessment before installation. Should the results of the assessment prove not to be viable, the installation will be aborted, the Service Contract will become null and void and no additional fees will be payable by the client. Billing shall only commence after successful installation, and is payable monthly in advance by way of compulsory debit order instruction, calculated pro-rata from date of installation completion. 230V AC power supply, sleeve, conduits and ducts for cables (if applicable) is to be supplied/installed by the Customer, together with draw wires. Any additional work and/or equipment not quoted for and required to complete the installation, will be billed for and shall become due and payable by the Customer, in full, after installation completion.
6. IPro Communications (Pty) Ltd may make use of third party contractors to fulfil its duties in terms of this Service Contract.
7. The Customer must obtain permission from the Landlord, Body Corporate, Home Owners Association and/or Property Manager prior to installation, failure by which the Customer will be liable for site survey, callout and labour fees.

8. Pricing and Cancellation

9. All prices exclude VAT, unless otherwise specified. The full amount payable by the Customer shall include VAT at the prevailing VAT rate. The service fees consist of fixed monthly costs that are billed monthly in advance. Variable costs may be billed monthly in arrears. All payments are payable by automatic compulsory debit order on either the 1st or 2nd business day of each month. Once-off amounts, equipment



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- purchased, installation costs, additional work etcetera are billed as ad-hoc invoices and is payable by automatic compulsory debit order, on the ad-hoc automatic debit order payment date as per the specified date on these invoices. Prices, fees and costs may change by giving 1 (one) calendar months written notification to the Customer.
10. Any additional accepted IPro Communications (Pty) Ltd Quotation(s) form an addendum to this Service Contract.
 11. Please note that, as per ICASA regulations, in respect of voice services, the Customer may not port their number to a third service provider network within the first 3 (three) months from the first number porting date, but it can be ported back to the original donor network within the first 3 (three) months.
 12. IPro Communications (Pty) Ltd shall not take responsibility or be liable in the event that the customer relocates to a new address and the new on-site coverage, signal strength or connectivity assessment fails. The customer will remain liable for fulfilment of its obligations as contained in this Service Contract. A relocation installation fee is payable and should a successful installation be done at the new address, this Service Contract will continue to be in force and the services will relate to the new installation address.
 13. Should a bad connection (as determined by IPro Communications (Pty) Ltd) occur in future for any reason whatsoever including but not limited to interference, trees, terrain, the erection of new buildings or other obstructions, and where IPro Communications (Pty) Ltd is unable to find an alternative and adequate signal strength and/or good connection, IPro Communications (Pty) Ltd shall have the right to cancel this Service Contract by providing the Customer with 1 (one) calendar month notice. In such an event, the Customer will only be held liable for payment of the monthly service and rental fees up to the last day of such termination date. IPro Communications (Pty) Ltd shall at its own cost remove all rented and/or unpaid equipment from the Customers premises at a date and time convenient to IPro Communications (Pty) Ltd.
 14. Upon final termination of this Service Contract by the Customer, IPro Communications (Pty) Ltd shall remove its equipment, at a date and time convenient to IPro Communications (Pty) Ltd and the Customer shall be liable to IPro Communications (Pty) Ltd for payment of R950.00 (Nine Hundred and Fifty Rands) excluding VAT. Also refer to the Early Termination Policy available on IPro Communications (Pty) Ltd website for more related information.
 15. The Customer is entitled to cancel this Service Contract within 7 (seven) days after the effective date.
 16. **Equipment Risk & Responsibility**
 17. All equipment carries a 12 (twelve) month on-site warranty from date of installation/delivery, unless specified otherwise. The warranty excludes power and/or lightning surges and any other exclusions imposed by the equipment manufacturer and/or distributor. The Customer is bound by IPro Communications (Pty) Ltd



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Warranty Terms and Conditions, as published on IPro Communications (Pty) Ltd website or available on request. The risk in and to, as well as the responsibility for the equipment shall vest in the Customer from date of installation/delivery until termination of this Service Contract subject to paragraph 10 and 11 hereof.

18. IPro Communications (Pty) Ltd requires that all rented and/or unpaid equipment be comprehensively insured by the Customer as set out in the Insurance of Equipment Policy as published on the IPro Communications (Pty) Ltd website or available on request. IPro Communications (Pty) Ltd recommend the installation of power surge and lightning protection by the Customer for the Customer's account.
19. If the equipment is damaged or defective while at the Customer's premises or under the Customer's control, IPro Communications (Pty) Ltd may replace the damaged equipment and same will be billed for after completion of the work. Where the equipment is replaceable under warranty, a credit will be passed to the Customer's account after assessment by the equipment manufacturer.
20. All rented equipment including brackets, poles, cables, routers, switches, equipment, software, connectors and interfaces remains the property of IPro Communications (Pty) Ltd at all relevant times and shall be returned (as per paragraph 10 and 11 above) in a good and proper working condition (fair wear and tear excluded) to IPro Communications (Pty) Ltd after termination of this Service Contract. Should the equipment be damaged or found not to be in a good and working condition, the Customer accepts liability for the replacement cost of such equipment (as set out in the Insurance of Equipment Policy and published on the IPro Communications (Pty) Ltd website or available on request). All non-rented equipment remains the property of IPro Communications (Pty) Ltd until paid for in full.
21. The Customer warrant and undertake not to allow any third party charges, liens, pledges or other encumbrances to be created over any equipment of IPro Communications (Pty) Ltd, or not fully paid for equipment, or any other property of IPro Communications (Pty) Ltd

22. Default & Breach

23. Should the Customer's account be unpaid by the due date, IPro Communications (Pty) Ltd will notify the Customer of same and the Customer will have 7 days to pay the account failing which the services will be suspended. Where IPro Communications (Pty) Ltd have suspended the services due to non-payment, a reconnection fee will be levied in order to reconnect the services. By signing this Service Contract, the Customer authorizes and hereby gives IPro Communications (Pty) Ltd full permission to enter the Customer's premises to remove all of the rented and/or unpaid equipment and materials, at any date and time convenient to IPro Communications (Pty) Ltd, should the Customer be in breach of this Service Contract or upon termination hereof. Collection of the rented and/or unpaid equipment and materials is in addition to any other rights and remedies IPro Communications (Pty) Ltd has in law. In addition to this Service Contract, IPro Communications (Pty) Ltd has the right to terminate this



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Service Contract as set out in the Acceptable Use and Fair Usage Policy, as published on IPro Communications (Pty) Ltd website and is available on request.

24. Signs, Logo & Number Porting

25. IPro Communications (Pty) Ltd may install its “connected by” name board on the Customer’s property or building. This sign will not be larger than 600x400mm.
26. IPro Communications (Pty) Ltd may display the Customer’s logo on marketing materials and the IPro Communications (Pty) Ltd website.
27. Approval of number porting applications, may take up to 15 (fifteen) business days from date of number porting application date, subject to approval of the donor service provider, and cannot be re-reported within 3 (three) months.

28. Service Level Agreement, Technical Problems and Fault Reporting

29. Some services are governed by IPro Communications (Pty) Ltd Service Level Agreement (“SLA”) as published on IPro Communications (Pty) Ltd website and/or available on request.
30. IPro Communications (Pty) Ltd accepts no responsibility for connectivity, network and/or Customer downtime problems, or any losses or damages associated thereto, or any “line-of-sight” or “external factors” that could affect the quality of the service after completion of installation.
31. All post installation technical problems must be reported to IPro Communications (Pty) Ltd technical help desk as per the Fault Reporting and Escalation Procedure published on IPro Communications (Pty) Ltd website and/or available on request. Post installation problems may not be voiced on any public platform (including social media) if the above procedure have not been followed and IPro Communications (Pty) Ltd have not been given acceptable time to rectify problems on a non-public platform.

32. Waiver of Liability

33. To the extent permitted by law, IPro Communications (Pty) Ltd will not be liable in any way whatsoever, for any claims arising from loss, injury, damage or costs, suffered by the Customer (including but not limited to their person, employees, customers, property or business) in connection with this Service Contract, the equipment and/or services whether or not such claim arises during installation, while this Service Contract is in effect or after termination hereof.

34. Intellectual Property

35. The Customer acknowledges that IPro Communications (Pty) Ltd will retain ownership of all right, title and interest, including but not limited, to all intellectual property rights in and to the IPro Communications (Pty) Ltd services and all software programs developed by IPro Communications (Pty) Ltd and used in the delivery of the services. All intellectual property (including but not limited to copyright, patents, proprietary material, trademarks, logos, design, software programs, systems, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods) owned by IPro Communications (Pty) Ltd and all modifications thereto shall at all times remain the sole property of IPro Communications (Pty) Ltd and the Customer shall not



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acquire any rights, title or interest of any kind in any of IPro Communications (Pty) Ltd intellectual property, other than permitted in terms of this Service Contract.

36. Affordability Assessment & Personal Information

37. The Customer hereby consents to and authorizes IPro Communications (Pty) Ltd to process its personal information, which includes but is not limited to, the name, identity or registration number and banking details of the Customer, for the purpose of performing the services in terms of this Service Contract. The Customer hereby consents to and authorizes IPro Communications (Pty) Ltd to conduct a credit assessment with a credit bureau/s on the Customer.
38. IPro Communications (Pty) Ltd reserves the right to pursue the Customer for any outstanding debt in terms of Section 129 of the National Credit Act 34 of 2005 (as amended). IPro Communications (Pty) Ltd reserves the right to list the defaulting Customer as a defaulter with credit bureau/s in line with Regulation 19(4) of the National Credit Act 34 of 2005 (as amended).
39. The Customer understands that the Customer's personal information given to IPro Communications (Pty) Ltd is to be used for the purposes of assessing affordability and/or credit worthiness and in order to perform in terms of this Service Contract and the Customer consents thereto. The Customer confirms that the Customer's personal information given to IPro Communications (Pty) Ltd is accurate and complete. The Customer further agrees to update the information supplied as and when necessary in order to ensure the accuracy of the above information failing which IPro Communications (Pty) Ltd will not be liable for inaccuracies.
40. IPro Communications (Pty) Ltd will take appropriate security measures to ensure the personal information is kept secure and protected against unauthorized use or unlawful processing. IPro Communications (Pty) Ltd will not use or disclose the personal information to third parties without the Customer's consent, unless the use or disclosure is required to carry out the performance of the Service Contract between IPro Communications (Pty) Ltd and the Customer; to comply with applicable law, order of court or legal process; and/or disclosure is necessary to protect and defend the legitimate interests of IPro Communications (Pty) Ltd as per the Privacy Policy.
- 41. General**
42. This Agreement constitutes the entire agreement between the parties.
43. With the exception of the notice of amended prices, fees and costs, no amendment to this Agreement shall be of force unless reduced to writing and signed by both parties.
44. The Customer shall not cede their rights or assign their obligations under this Service Contract unless prior written notice is given to and accepted by IPro Communications (Pty) Ltd. IPro Communications (Pty) Ltd reserves the right to cede its rights in terms of this Service Contract, with or without notification and/or consent by the Customer.
45. No extension of time, waiver, indulgence, or other arrangement granted or allowed by either party shall constitute a waiver or novation of that party's rights.



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46. Should any provisions of this Service Contract be held to be invalid, unlawful or unenforceable, such provisions will be severable from the remaining provisions of this Service Contract.
47. This Service Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.
48. It is not intended that any provision of this Service Contract contravenes any provision of the Consumer Protection Act 68 of 2008 (“CPA”) as amended or the Protection of Personal Information Act 4 of 2013 (“POPIA”) as amended. Therefore, all provisions of this Service Contract must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the CPA and POPIA, if the CPA and/or POPIA are applicable.
49. For the purpose of this Service Contract, including the giving of notices and the serving of legal process, the Customer chooses its domicilium citandi et executandi to be the physical or email address as provided to IPro Communications (Pty) Ltd. A notice in terms of this Service Contract shall be presumed to have been duly given, if delivered, on the date of delivery, or if sent by e-mail, on the day that the e-mail is transmitted.

50. B) APPLICABLE TO INDIVIDUALS (ONLY)

51. SPECIAL TERMS AND CONDITIONS

52. Use of the Services may be subject to ID verification and / or proof of address, as required by RICA (the Regulation of Interception of Communication Act of 2002 as amended). A driver’s license is not acceptable, only a full colored, clear, legible copy of their valid Identity Document or Identity Card will be accepted. Non-South African citizens may submit a copy of their valid Passport or International Driver's License.

53. TERM CONDITIONS (applicable to Term Agreements only)

54. The Customer may upgrade the services, or cancel this Service Contract by giving a minimum of 1 (one) calendar month written notice to IPro Communications (Pty) Ltd. In the event of early termination, the Customer may be liable for early termination fees as set out in the Early Termination Policy (available on IPro Communications (Pty) Ltd website or on request). A reasonable cancellation fee is calculated as the total monthly cost of the services and/or equipment rental, multiplied with the remaining term months, less 10% (ten percent) early settlement discount. At the end of the initial period, the customer may elect to renew for a further term as per the initial period and on the terms and conditions applicable at that time, failure by which this Service Contract will continue on a month to month basis.
55. The provisions set out in paragraph 40 above shall mutatis mutandi apply in the event that IPro Communications (Pty) Ltd elects to cancel the Service Contract as a result of any breach incurred by the Customer.
56. **MONTH-TO-MONTH CONDITIONS (applicable to Month to Month Agreements only)**
57. The Customer may upgrade or downgrade the services, or cancel this Service Contract by giving a minimum of 1 (one) calendar month written notice to IPro



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Communications (Pty) Ltd unless specified otherwise. The Customer will however be liable for all fees due up until the last day of the notice period together with the connection fee, service fee and equipment cost if same has not been paid in full.

58. The provisions set out in paragraph 42 above shall mutatis mutandi apply in the event that IPro Communications (Pty) Ltd elects to cancel the Service Contract as a result of any breach incurred by the Customer.

59. C) APPLICABLE TO LEGAL ENTITIES (ONLY)

60. SPECIAL TERMS AND CONDITIONS

61. Use of the Services may be subject to verification and/or proof of address, as required by RICA (the Regulation of Interception of Communication Act of 2002). Documents required for Legal entities on request:
62. Company/Closed Corporation registration documents, Copy of SARS document confirming Income tax or VAT registration number. Resolution on company letterhead signed by all directors/members/partners nominating an authorized signatory/representative; Copy of bank statement confirming banking details (less than three months old); For the authorized signatory/representative, we require a copy of ID and proof of address (less than three months old).
63. Where the Customer have applied for business fibre services and should the Customer cancel the Service Contract after the period as set out in paragraph 12 above but before installation, the customer shall be liable for a cancellation fee of R10'000.00 (Ten Thousand Rand) excluding VAT, or such other amount as determined by IPro Communications (Pty) Ltd from time to time.

64. TERM CONDITIONS (applicable to Term Agreements only)

65. The Customer may upgrade the services by giving a minimum of 1 (one) calendar written notice to IPro Communications (Pty) Ltd unless otherwise specified. This Service Contract will automatically be renewed for a further term as per the initial period, unless the Customer notifies IPro Communications (Pty) Ltd in writing, not less than 3 (three) calendar months before the expiry date, of its intention to terminate the Service Contract.

66. MONTH-TO-MONTH CONDITIONS (applicable to Month to Month Agreements only)

67. The Customer may upgrade or downgrade the services, or cancel this Service Contract by giving a minimum of 1 (one) calendar written notice to IPro Communications (Pty) Ltd, unless specified otherwise. The Customer will be liable for all fees up until the last day of the calendar month notice period.

68. D) SURETY (applicable to Legal Entities only)

1. The person agreeing to this agreement hereby act as the Surety to assume certain risks, liabilities and legal responsibilities on behalf of the Customer towards IPro Communications (Pty) Ltd
2. The Surety hereby agrees to and stands as surety for the Customer ("the Surety"), by him/her agreeing hereto, binds himself/herself in his/her personal capacity, in favour



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of IPro Communications (Pty) Ltd its successors-in-title and assigns as surety and co-principal debtor in solidum, jointly and severally, with the Customer for the proper, full and punctual payment and performance of the Customer of all its present and future obligations to IPro Communications (Pty) Ltd which the Customer owes or may in the future owe to IPro Communications (Pty) Ltd from whatsoever cause arising in terms of goods and/or services rendered in terms of this Service Contract concluded or about to be concluded between IPro Communications (Pty) Ltd and the Customer.

3. This Suretyship shall remain in full force and effect notwithstanding any indulgence, concession, leniency or extension of time which may be shown or given by IPro Communications (Pty) Ltd to the Customer; or any amendment/s to this Service Contract, this Suretyship Agreement and/or other agreement for the time being subsisting between the parties.
4. The Surety hereby renounces the benefits of the legal exceptions "*beneficium ordinis seu excussionis*" (i.e. excussion, enabling IPro Communications (Pty) Ltd to proceed against me as the Surety before proceeding against the Customer if IPro Communications (Pty) Ltd chooses to do so); "*beneficium divisionis*" (i.e. division, enabling IPro Communications (Pty) Ltd to proceed against any one of us sureties alone for the full amount owing to IPro Communications (Pty) Ltd); "*exceptio errore calculi*" (the exception of a wrong calculation); "*exceptio non numeratae pecuniae*" (the exception that money was not paid over); "*exceptio non causa debiti*" (the exception that no cause of action exists); where applicable, the "*exceptio de duobus vel pluribus reis debendi*" (the exception that all the sureties must be joined in any action, each for his/her proportionate share of the debt); "revision of accounts"; and "no value received", with the meaning and effect of all of which the Surety declares himself/herself to be fully acquainted.
5. The Surety warrants, as a material warranty, that he/she is duly authorised to enter this Suretyship, and that he/she has read and understood each term and condition of this Suretyship and accepts them as binding.
6. The Surety accepts that the authorized representative of the Customer to any Schedule or other documentation in terms of this Service Agreement shall bind the Customer in respect of the relevant transaction.
7. In the event of more than 1 (one) person appending his/her acceptance hereto, there shall come into existence a separate and distinct Suretyship agreement for each person agreeing hereto ("the Sureties"). If for any reason the Suretyship is not binding on 1 (one) Surety, it shall nevertheless remain in full force and effect in respect of the obligations of the remaining Sureties.
8. For its duration, this Suretyship shall be a continuing covering security for all the Customer's obligations to IPro Communications (Pty) Ltd in terms of, or arising in connection with this Service Contract, until all amounts owing to IPro Communications (Pty) Ltd and all obligations (including contingent obligations), plus



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such interest and costs until date of payment as are permissible in law, have been paid and fully and finally settled or discharged.

9. The Surety hereby chooses its *domicilium citandi et executandi* (domicile address) for all purposes at the address of the Customer.

69. E) DEBIT ORDER MANDATE AND INSTRUCTION

1. Abbreviated name as registered with bank: WIRULINK
2. "Debit Amount" refers to Invoice amount and/or outstanding account balance.
3. "Commencement Date" is same as Effective Date.
4. The Authority and Mandate refers to our contract as dated as on acceptance hereof ("the Agreement"). I/We hereby authorise 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.
5. The individual payment instructions so authorised to be issued must be issued and delivered on the day ("payment day") of each and every month commencing after service commencement. In the event that the payment day falls on a Sunday or recognized South African public holiday, the payment day will automatically be the very next or preceding 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, 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.
6. I/We understand that the withdrawals hereby authorised 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.
7. MANDATE: I/We acknowledge that all payment instructions issued by you shall be treated by my/our bank as if the instructions had been issued by me/us personally.
8. 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

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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.

9. 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.