



Customer Details

Client Full Name/Company Name

ID Number

VAT No

Billing Address

No: _____ Street: _____

Suburb: _____

City: _____

Contact Name

Contact Number

Email Address

FTTH (Fibre to the Home) Pricing

- Service is available on a month-to-month contract basis. If cancelled before 12 months, a cancellation fee of R2500.00 is payable.
- To move from one house to another house the amount payable is R1500.00
- NRC Installation Cost include a Fibre Media Converter and a Wireless Access Point
- Authorized Signatory

Monthly Contract Charges – Uncapped / Unshaped

<u>Bandwidth</u>		<u>NRC (Installation)</u>	<u>MRC (Client)</u>
20 Mbps	<input type="checkbox"/>	R 0.00	R 400.00
50 Mbps	<input type="checkbox"/>	R 0.00	R 500.00
100 Mbps	<input type="checkbox"/>	R 0.00	R 850.00
200 Mbps	<input type="checkbox"/>	R 0.00	R 1000.00
500 Mbps	<input type="checkbox"/>	R 0.00	R 1150.00



Compu King

everything NET works

Compu King 45 Hill Street Kroonstad 9499 Tel 0562121979/0 reception@compuking.co.za

Payment Details

Payment Method

Direct Debit

Eft

Date of Debit order

Amount

R

Id No

Bank Details

Bank: _____

Branch code: _____

Account Name: _____

Account No: _____

Type of Account: _____

Authorized Signatory



Compu King 45 Hill Street Kroonstad 9500 Tel 0562121979/0 info@compuking.co.za

WHEREAS the CUSTOMER requires an Compu King Internet Access Service(s) from Compu King; AND WHEREAS Compu King is willing to provide the Service(s) subject to the conditions as set out hereunder; NOW THEREFORE, the parties agree as follows:

1 PROVISION OF SERVICE

Compu King hereby undertakes to install, provide and maintain the Service(s) as set out in the Order Form.

2 DEFINITIONS

- 2.1. "Agreement" means the agreement contained in these Standard Terms and Conditions together with the Order Form.
- 2.2. "Commission" means that the Service(s) have been installed and are available for use by the CUSTOMER.
- 2.3. "CUSTOMER" means the person or company applying for Services as set out in the attached Order Form.
- 2.4. "Compu King" means JHL Mynhardt Rekenaars CC TA Compu King , Registration No: 1993/006217/23
- 2.5. "Effective Date" means the date of the Party signing this Agreement last in time.
- 2.6. "Initial Term" means the period specified under "contract duration" on the Order Form.
- 2.7. "Outage": means that the service is unavailable to all equipment on the CUSTOMER network as a result of a problem on Compu Kings network or a cable break between Compu King's and the CUSTOMER.
- 2.8. "Planned Maintenance": Times where the CUSTOMER may experience an outage as a result of scheduled changes on Compu Kings network. Maintenance windows are usually between 1am and 6am.
- 2.9. "Services" means the provision of Data and Voice services in terms of this Agreement.
- 2.8. "SLA" means service level agreement as set out in clause 9 below.

3 AGREEMENT DOCUMENTS

- 3.1 The following documents form part of this Agreement and shall be read in conjunction with these documents:
 - a) Order Form
 - b) Standard Terms and Conditions
- 3.2. In the event of any ambiguity between these documents, the following order of precedence shall apply:
 - a) Standard Terms and Conditions
 - b) The Order Form

4 TERM

- 4.1. This Agreement takes effect on the Effective Date.
- 4.2. The Parties agree that the Service(s) specified on the Order Form will continue for the Initial Term calculated from the date of Commission and thereafter indefinitely until terminated by either Party as per clause 4.3 below.
- 4.3. After the expiry of the Initial Term, either Party may terminate the services by providing the other Party with one months' written notice of termination.

5 CONDITIONS

- 5.1. The CUSTOMER understands and accepts that the provision of the Service(s) as set out in the Order Form, shall be subject to the provisions of the Electronic Communications Act, 36 of 2005 (the Act) and the licenses issued to Compu King's.
- 5.2. The CUSTOMER hereby consents that, and authorizes Compu King's to:
 - 5.2.1. Contact, request and obtain information from any credit provider or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CUSTOMER;
 - 5.2.2. Furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CUSTOMER to any registered credit bureau or to any credit provider seeking a trade reference regarding the CUSTOMER's dealings with Compu King's.
- 5.3. Compu King's shall not at all be liable for any loss or damage arising from a delay in providing the Service(s).
- 5.4. Compu King's maximum liability in terms of a disruption of the Service(s) is documented under the SLA as set out in clause 9. Compu King shall not be liable for any loss or damage resulting from a disruption of the Service(s) should an SLA not be selected on the Order Form.
- 5.5. The Parties further agree that the risk of loss or damage to or destruction of Compu King equipment installed on the CUSTOMER's premises, where applicable, regarding the provision of the Service(s) in terms of this Agreement, shall pass to the CUSTOMER from the date the equipment is installed.

6 INSTALLATION AND RENTAL CHARGES

- 6.1. The CUSTOMER undertakes to pay Compu King the prescribed Installation Fee and Monthly Rental as set out in the Order Form attached hereto, monthly in advance from the date the Service(s) is commissioned, which charges shall be subject to adjustments from time to time as determined by Compu King.

7 SERVICE CHANGES

- 7.1. If the CUSTOMER requires the service to be moved from one premises to another after the service has been commissioned, the move will be seen as a new order and the CUSTOMER will be required to submit a new Order Form. The moving of the circuit will be seen as a new installation with applicable cost.
- 7.2. The CUSTOMER may request Compu King to increase the bandwidth of the Service(s) at the ruling installation and rental charge at any time during the contract term as defined in clause 4. The CUSTOMER, however, will not be permitted to decrease the bandwidth of the Service(s) after the service or upgrade has been commissioned.

8 TERMINATION OF SERVICE

- 8.1. The CUSTOMER shall accept full responsibility for all reasonable abortive costs and expenses incurred by Compu King in terms of this Agreement and undertakes to pay the costs to Compu King, should the CUSTOMER cancel the order for the provision of the Service(s), as set out in the "Order Form", after the Effective Date of this Agreement as set out in clause 4.2 or effect any changes regarding the installation of the Service(s).
- 8.2. Should the CUSTOMER terminate this Agreement, in respect of any of the Service(s) listed in the Order Form attached hereto, prior to the expiry of the Agreement, the CUSTOMER shall be obliged to pay on Compu King's demand the full outstanding rental payable for the remaining period of this Agreement, which amount shall be due and payable upon rendering of an statement by Compu King.
- 8.3. Compu King may terminate this Agreement and suspend services should the CUSTOMER fail to pay in full the fees set out in the Order Form.
- 8.4. Excluding planned maintenance, should the CUSTOMER experience an outage of more than 240 hours from when a fault is logged with Compu King the CUSTOMER may terminate this Agreement immediately and without penalty.

9 SERVICE LEVEL AGREEMENT:

- 9.1. Compu King provides a Business Hour SLA service to customers
 - 9.1.1. Compu King provides a 98% availability of service per month.
 - 9.1.2. Compu King provide a 24 hour repair service if a service is down from the time the fault is reported in writing.
 - 9.1.3. The Customer may be eligible for outage credits ("Outage Credit") should the respective Availability per Circuit or Protected Circuit fall below the 98% availability calculated on a monthly basis.

Initial



Compu King 45 Hill Street Kroonstad 9500 Tel 0562121979/0 info@compuking.co.za

10 CONFIDENTIALITY

- 10.1. Compu King and the CUSTOMER to the extent of their contractual and lawful right to do so will exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement and for the CUSTOMER to avail itself of the service rendered by Compu King under this Agreement. All information relating to this Agreement provided by either Party to the other, whether oral or written, and when identified as confidential or proprietary in writing, is hereby deemed to be confidential and proprietary information ("Proprietary Information").
- 10.2. A Party receiving Proprietary Information pursuant hereto (the "Receiving Party") will not, without the prior written consent of the Party disclosing such information (the "Disclosing Party") disclose any portion of the Proprietary Information to any persons or entities other than the employees and consultant of the Receiving Party (and CYBERSMART's subcontractors) who reasonably need to have access to the Proprietary Information in connection with the purposes of this Agreement and who have agreed to protect Proprietary Information as though they were a Party to this Agreement.

11 FORCE MAJEURE

- 11.1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that Party, including without limitations, acts of God, civil commotion, riots, insurrection, lock-outs, acts of government, fire, theft, explosion, the elements, epidemics, governmental embargoes or like causes, the Party so affected shall be relieved of its obligations hereunder during the period of such events and its consequences, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure provided always that written notice shall within twenty four (24) hours of the occurrence constituting such an event (force majeure) be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such force majeure.
- 11.2. The Parties hereby agree that should force majeure last more than fourteen (14) days, the Party who has not invoked force majeure to excuse any non-performance of its obligations may terminate this Agreement by giving ten (10) days written notice to the other.

12 DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby accept their addresses as more fully set out on the Order Form as their "domicilium citandi et executandi" addresses for all matters in connection with this Agreement and for the service of any legal processes. Either of the Parties may change its address provided that the Party doing so gives fourteen (14) days written notice to the other prior to such change.

13 ASSIGNMENT

- 13.1. In the event that Compu King or Compu King's assets are acquired by another company ("The acquiring company") the CUSTOMER will remain bound to this Agreement and the Acquiring Company will assume all of Compu King's responsibilities and obligations as set out in this contract.
- 13.2. With the exception of 13.1, neither party may sell, assign, cede or transfer this Agreement or any rights in terms of this Agreement or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14 NO WAIVER

Failure by either Party to exercise any rights under this Agreement in one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default. No alteration or modification of any provision of this Agreement will be deemed a waiver of any other default.

15 APPLICABLE LAW

The terms and conditions of this Agreement and Annexures attached hereto, shall be determined in accordance with the laws of the Republic of South Africa.

16 VAT

All prices include VAT at 15%.

17 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter hereof. No interpretation, amendment, or change to this Agreement will be effective unless made in writing and signed by both Parties.

Consent

I hereby consent to JHL Mynhardt Rekenaars CC t/a Compu King's Standard Terms and Conditions of service as amended from time to time.

Signed

Date:

Place: