



SUBSCRIBER SERVICE AGREEMENT
(v.1.4)

This Agreement is made between the following parties:

TelFree Communications (Pty) Ltd., a South African Corporation, at 254 Carina Street, Waterkloof Ridge, Pretoria, South Africa (hereinafter referred to as "**The Company**")

and

| SUBSCRIBER DETAIL: | | | | | | | | | | | | | |
|------------------------------------|-----|--|-----|-----------|------------------|--------|------------|--------|-------------|-------------------|-------|--|--|
| Entity Name | | | | | | | Trading As | | | | | | |
| Type of entity | JSE | | Ltd | | (Pty)Ltd | | CC | | Partnership | | Other | | |
| Registration No | | | | Premises: | | Owned | | Leased | | Years in Business | | | |
| Tel No | | | | Fax No | | | | Email | | | | | |
| Postal Address | | | | | Physical Address | | | | | | | | |
| | | | | Code: | | | | | | | Code: | | |
| Person Responsible for A/c payment | | | | | | Tel No | | | | Fax No | | | |
| Director/Member Partner | | | | | | ID No | | | | | | | |

(hereinafter referred to as "**the Customer**")

Agent's Name: _____ **TelFree ID:** _____

1 Duration

This Agreement shall commence upon receipt by the Company of a Customer signed copy of this Agreement and shall remain valid until terminated by either Party giving a 30 day notice period in writing; except when terminated in accordance with any other provision of this Agreement or the Company's standard terms and conditions, obtainable on the Company's website <http://www.telfree.co.za>.

2 Provision of Services

The Company undertakes to provide electronic communication services (herein after referred to as "Service") to the Customer upon the terms and conditions set out in this Agreement and the Company's standard terms and conditions obtainable on the Company's website <http://www.telfree.co.za>.



3 Terminal Equipment Warranty

- a. The Company warrants that terminal equipment sold directly by the Company to its agents or customers is compatible with the Company's Service, and free from any defect.
- b. Any defective equipment may be returned within 30 days of purchase date and the Company undertakes to repair, replace or refund, at its discretion, the defective equipment, upon condition that;
 - i. the equipment was used in accordance with the accompanying user manual, and
 - ii. the equipment was used for the Company Service.
- c. This warranty becomes void upon any modification or alteration of the equipment by the Customer.
- d. Loss, theft or damage caused by fire, water, lightning, power surge, etc. is deemed to be covered by the Customer's own insurance.
- e. This warranty shall lapse if the defective equipment is not returned to the Company within 30 days of purchase, accompanied by the original receipt, packaging and all components.
- f. Should it transpire that the Company's Service is degraded as a direct result of the Customer's modification of the equipment, the Customer waives any right to a refund on the affected Company Service.

4 Service Charges

- a. By signature to this Agreement the Customer agrees to being bound by all the terms and conditions of this Agreement, and to effect payment of monthly Service Fees, Talk Time and SMS top up payments as stipulated in Annex A to this Agreement, and the payment arrangement in Annex B.
- b. The Customer shall complete this entire Agreement including Annex A and B and either fax it to 012 4601538 or email back to customerservices@telfree.co.za.

4.1 Activation of Service

- a. The Customer's account will be activated upon payment of the monthly service fee.



4.2 Monthly Service (Subscription) Fees

- a. A Non-refundable monthly Service fee will be deducted from the Customer's account on the first day of each month for each assigned voice channel. Monthly Service fees will be charged on a pro-rata basis to Customers who subscribe to the Company Service on any other day of the month.
- b. If the Customer's account goes into arrears due to the deduction of the monthly Service fee, the account will be automatically suspended. This will result in the Customer not being able to use the Service until the account has sufficient funds to cover the outstanding monthly Service fee.
- c. Should this suspension status of the Customer's account continue for two consecutive months, the account will be de-activated at the beginning of the third month. The Customer's number(s) will then be placed back into the Company's number pool and made available for re-assignment to other customers.

4.3 Talk Time

- a. Customers require Talk Time to use the TelFree voice and short message service (SMS) and can purchase Talk Time directly from TelFree.
- b. Any usage of the TelFree voice service or SMS service will be deducted from the Customer's Talk Time at the applicable charge rates.
- c. Unused Talk Time purchased by the Customer will be refundable within 30 days of a service cancellation request from the Customer.

5 Cancellation and Renewal

- a. Upon cancellation of this Agreement in accordance with clause 1, the Customer will forfeit the monthly Service fee paid for that notifying month and the Service will be de-activated upon receipt of notification.
- b. Should the Customer wish to re-subscribe the Customer will be required to sign a new Subscriber Service Agreement.
- c. Should the Customer wish to use the number(s) previously assigned to it by the Company (before account de-activation) then the Company shall verify the availability of such number(s). Should they be available then the Company will re-assign the number(s) to the Customer.



6 Packaging & Shipping

If the Customer requires packaging and shipping of equipment, the Customer will be billed for such services.

7 Pricing Policy

- a. Should the Company need to effect increases to monthly subscription fees; the Company will inform the Customer by giving a month's notice before effecting such changes.
- b. The Company's call rates and SMS rates for different destinations are subject to the changes of national and international rates from our interconnecting partners and the Company reserves the right to adjust these rates without prior notice.
- c. For the latest rate tables please view them on the TelFree website <http://www.telfree.co.za>.

8 Connectivity

- a. The Company's Service is dependent on connectivity services obtained by the Customer from broadband (i.e. ADSL, 3G etc.) service providers for which the Customer is responsible and the Customer is therefore advised to verify that services so obtained are sufficient for the proper use of the Company's Service. If TelFree provides connectivity services to the Customer then the agreement between TelFree and the Customer will not be governed by this Agreement, but by a separate connectivity agreement.
- b. The Customer hereby acknowledges the dependency of the Company Service on the Customer's procured broadband service provider's connectivity status and quality of service and indemnifies the Company from any loss arising from the failure of such broadband service.
- c. Notwithstanding the above, the Company may charge the Customer for any technical call-out assistance provided in relation to the Company's Service.
- d. Technical call-out services will be charged at a minimum rate of R450 per call-out within a radius of 50 kilometers from the service centre for the first hour and then R200 for every subsequent hour.



Signed at: _____ Date: _____

"The Customer"

"The Company"

Witness 1

Witness 2



Annex A – TelFree Charges

1 Subscription Fee

| Package Description | Amount |
|---------------------------------|--------|
| Monthly - Business Subscription | R149 |
| Monthly – Home/Traveller | R79 |
| Monthly – Travel Subscription | R49 |

2 Talk-Time

Talk Time is available directly from TelFree.

3 Acknowledgement of tariffs and package selection

| Package | Please mark package choice |
|--------------|----------------------------|
| Business | |
| Home/Private | |
| Traveller | |

Date: _____

Customer Signature: _____



Annex B - Payment Arrangement

| SUBSCRIBER DETAIL: | | | | | | | | | | | |
|---|------------------|-------------------|----------|------------|-------------|-------------------|--|--|-------|--|--|
| Entity Name | | | | Trading As | | | | | | | |
| Type of entity | JSE | Ltd | (Pty)Ltd | CC | Partnership | Other | | | | | |
| Registration No | Premises: | | | Owned | Leased | Years in Business | | | | | |
| Tel No | Fax No | | | Email | | | | | | | |
| Postal Address | Physical Address | | | | | | | | | | |
| Code: | | | | | | | | | Code: | | |
| Person Responsible for A/c payment | | Tel No | | Fax No | | | | | | | |
| Director/Member Partner | | ID No | | | | | | | | | |
| BANK DETAIL: | | | | | | | | | | | |
| Payment Method | | | EFT | | | Credit Card | | | | | |
| Bank | Account type | | Branch | | Branch No | | | | | | |
| Credit card type | Expire date | | CVV No. | | | | | | | | |
| <p>I/We the undersigned , do hereby grant TelFree Media (Pty) Ltd, acting as TelFree Communications' agent, authority to debit my/our account/credit card with the total amount due for services rendered in terms of this agreement</p> | | | | | | | | | | | |
| Authorized Signature: | | Date: | | | | | | | | | |
| ACCEPTANCE: | | | | | | | | | | | |
| <p>I/We have read and agree to the terms and conditions of TelFree Communications (Pty) Ltd as described in the Standard Terms And Conditions document and becomes binding on me/my company on acceptance by TelFree Communications (Pty) Ltd</p> | | | | | | | | | | | |
| <p>I/We agree to the applicable tariff plan that form part of this Agreement</p> | | | | | | | | | | | |
| <p>I also declare that in my capacity as _____ of the entity, I am authorized to sign and enter into this agreement on behalf of the subscriber.</p> | | | | | | | | | | | |
| Full Name | | ID No | | | | | | | | | |
| Physical Address | | Tel No | | | | | | | | | |
| | | Fax No | | | | | | | | | |
| | | Code: | | Date: | | | | | | | |
| For TelFree Communications (Pty) Ltd | | Client Signature: | | | | | | | | | |
| Date: | | | | | | | | | | | |
| FOR OFFICE USE ONLY | | | | | | | | | | | |



| | | | |
|----------------|--|--------------|--|
| Account Number | | Date: | |
| Sales Person | | Dealer name: | |
| Tel No | | Dealer Code: | |