

**SUBSCRIBER AGREEMENT
TERMS AND CONDITIONS**

V2.2.16

1. INTRODUCTION

1.1 With effect from the date of acceptance hereof by Border Internet PTY LTD, hereinafter referred to as Border Internet, the subscriber identified on the face hereof ("the subscriber") appoints Border Internet to provide telecommunications and those related services requested by the subscriber on the face page and from time to time ("the services") to and/or on behalf of the subscriber in accordance for the provisions hereof.

1.2 The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by Border Internet and/or the network operator from time to time. A minimum of 6 weeks notice will apply to any changes.

1.3 The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by Border Internet in its sole discretion.

The offer will be considered once received by Border Internet at Border Internet's premises, which premises will be the offices of Border Internet at the address as set out on the face page hereof.

Connection of the subscriber shall be deemed to constitute acceptance of the offer, by Border Internet and commencement of this agreement. This agreement shall become binding between Border Internet and the subscriber upon installation and successful connection to the Network

1.4 Clause headings are inserted for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention, an expression which denotes one gender includes the other gender and neuter as applicable, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa.

2. DURATION

2.1 This agreement shall continue for a minimum period of _____ (_____) months reckoned from the date of acceptance hereof by Border Internet ("the initial period") and thereafter shall continue indefinitely until terminated by either party by the giving of 1 (one) month written notice of termination, which notice will be effective from the last day of the calendar month following receipt of such notice.

2.2 Any notice of termination or any other notice whatsoever by the subscriber to Border Internet shall be in writing by registered post, or email.

2.3 In the event of death of the subscriber or in the event that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with its creditors or allows a judgement to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21 (twenty one) business days after the date of the judgement then the other party shall be entitled immediately to terminate this agreement.

2.4 Termination of this agreement does not relieve the subscriber from the liability to pay charges for the initial period plus notice period.

3. PROVISION OF SERVICES

3.1 The subscriber acknowledges that Border Internet is a service provider to the network operator stipulated on the face page ("the network operator") which operates and manages the telecommunications network ("the network") and the functioning, operation, regulation and coverage area of the network and certain related services provided to the subscriber in terms hereof.

3.2 The subscriber shall have no claim of whatsoever nature and howsoever rising against Border Internet 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 operator or Border Internet be temporarily unavailable.

3.3 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, email, internet and other services.

3.4 Border Internet shall be entitled in its sole discretion to alter the VOIP telephone number or any other code or number which has been allocated to the subscriber for the subscriber equipment and/or the SIM card, but shall not unilaterally substitute the services of one network operator for those of another network operator.

3.5 Border Internet shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without incurring any liability whatsoever in the event of non-availability of the service or if any agreement giving Border Internet the right to render the service, or any part thereof, or giving Border Internet access to anything relating to the service, is suspended, cancelled, varied or terminated. A reasonable notice of minimum 4 weeks applies.

3.6 The subscriber agrees that if for any reason any of the agreements between the network operators and Border Internet are terminated so as to have the effect of Border Internet not being entitled to render the services, all of the rights and obligations of Border Internet in terms of this agreement may be assigned to any third party service provider as may be approved of in writing by the relevant network operator, which approval will not be unreasonably withheld or delayed forthwith upon the termination for whatever reason, with fair notice to the Subscriber.

3.7 The subscriber shall be entitled to refer disputes related to the provision by Border Internet of the network services to any Telecommunications Representative who may be appointed as such by the Postmaster General as provided for in the licence granted to the network operator to operate a ECNS\ECS service.

3.8 Any migration from one package to another will be subject to the discretion of Border Internet and any migration charges where applicable will be as per the applicable Border Internet tariff plan.

3.9 The subscriber shall, when migrating, from any higher tariff plan to any lower tariff plan, be liable to pay to Border Internet, the difference between the network subsidy amount received by Border Internet on the higher tariff plan and the network subsidy amount payable to Border Internet on the lower tariff plan at the time of the migration.

4. CHARGES

4.1 The subscriber shall pay to Border Internet:

4.1.1 upon commencement hereof, the initial setup charge(if applicable), the equipment charge and any other introductory or commencement charges.

4.1.2 monthly in advance, the monthly subscription charges; and

4.1.3 monthly in arrears, or as and when billing is passed on by the network operator, the total call charges used and/or generated by the subscriber in conjunction with or by means of the supplied service during each billing period and any other charges payable in respect of the services requested by the subscriber or other charges levied in terms of this Agreement by Border Internet from time to time; and

4.1.4 upon demand, a deposit of an amount determined by Border Internet in its sole discretion which shall not bear interest; and

4.1.5 value added tax at the applicable rate on all vat-able charges and services. All charges, unless otherwise stated, exclude value added tax; and

4.1.6 the charges for Value-added Services

4.2 The charges payable by the subscriber to Border Internet for the provision or facilitation of the services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by Border Internet from time to time and the contents of such notice, directive promotion or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out herein.

4.3 The subscriber agrees that Border Internet shall be entitled from time to time to increase or vary the charges payable by the subscriber to Border Internet for the services.

Border Internet shall endeavour to give the subscriber 6 weeks prior notice of any such increase or variation

The subscriber acknowledges that call charges, Internet access and other services are rendered to the subscriber by means of SIM card which is issued to the subscriber personally and which facilitates access to the network and the services. The subscriber will be liable for all charges applicable to a SIM card issued to the subscriber, irrespective of whether or not such card has been used by the subscriber or whether any call barring/alerting services (with or without a limit) has been requested by the subscriber. Until Border Internet has received notification in writing from the subscriber and confirmed such notification that the SIM card has been lost, stolen, misplaced or destroyed, the subscriber shall be liable for all call charges howsoever and by whomsoever generated by means of the SIM card and the subscriber shall be liable for the replacement costs thereof.

4.5 Border Internet's monthly statement of charges shall be prima facie proof of the amounts owed by the subscriber to Border Internet in terms hereof and of the other facts stated therein and should the subscriber dispute the number, duration or amount charged in respect of any call made or services rendered by Border Internet and/or by means of the SIM card, then the subscriber shall bear the onus of proving that Border Internet's statement is incorrect in such a respect.

5. PAYMENT

5.1 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 the aforesaid, the subscriber shall draw all cheques, postal orders and bills payable to "Border Internet" and marked "not transferable".

5.2 The subscriber agrees that payment shall only have been made to Border Internet when the monies remitted by the subscriber have been received into Border Internet's bank account.

5.3 Should any debit order or cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the subscriber be rejected for whatsoever reason or should Border Internet 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 as may be levied by Border Internet from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by Border Internet in terms of the NCA.

5.4 All monies payable by the subscriber to Border Internet in terms hereof shall be paid timeously on due date, free of deduction or set-off to Border Internet's principal place of business.

5.5 All payments must be effected within 15 (fifteen) days of invoice date or where payment is effected by debit order then such payment must be effected on Border Internet's direct debit date. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.

5.6 All arrear payments shall attract interest at the rate of 2% (two per centum) per annum above the prime lending rate of FNB as it may be from time to time, calculated from due date to date of payment.

5.7 Border Internet shall be entitled to apply the deposit as per clause 4.1.4 or any portion thereof towards any monies, which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit.

5.8 The subscriber shall be entitled to change the method of payment or cancel any value added services as detailed on the face page hereof for the duration of this agreement and in addition to any payment method agreed to by the subscriber, the subscriber agrees that Border Internet may effect deductions by way of debit order ("or entries") on the subscriber's charge card account or credit card account or other account the details of which appear on the face hereof.

5.9 The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of Border Internet whose status and authority need not

be proved shall be considered prima facie proof of the amount due and shall entitle Border Internet to apply for judgement against the subscriber and to obtain summary judgement or provisional sentence, as the case may be.

6. CREDIT LIMIT

6.1 Border Internet shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and Border Internet shall be entitled to suspend the services should the subscriber exceed such maximum amount.

6.2 The subscriber acknowledges that international communications entail substantial fees and charges for which the subscriber shall be liable where the subscriber made use of such services. Should the subscriber's SIM card be used for cellular communications within or to and/or from or, roaming within international destinations or networks at any time during this agreement, then Border Internet shall be entitled to demand that the subscriber pay a deposit in an amount determined at Border Internet's sole discretion. Any portion of such deposit not consumed shall be credited towards the subscriber's future liabilities for amounts owed in terms of this agreement and/or to the International Network operator, its representative or agent.

7. EQUIPMENT

7.1 Notwithstanding that the subscriber purchased or leased the equipment and related accessories ("the equipment") from Border Internet or from any third party, should the equipment be damaged, lost, stolen, unoperational or undergoing repair, the subscriber agrees that this agreement is not conditional upon such purchase, lease, availability or operation and this agreement shall continue in full force and effect and the subscriber shall continue to pay all amounts due in terms hereof.

7.2 All risk of loss, theft, destruction or damage to the equipment shall vest in the subscriber. Should the subscriber request the option of insuring the equipment on the face page hereof, it is the responsibility of the subscriber to familiarise himself with the terms and conditions relating thereto.

7.3 All CPE (Client Premise Equipment) shall remain property of Border Internet, during the term of this agreement, and after termination of this agreement. Operational failures of CPE 's shall remain Border Internet's responsibility to repair or replace CPE's, provided the conditions of Clause 7.2 and 7.4 have not been breached in any way. The CPE is defined as the transceiver, antennas, mounting poles, batteries, cables and enclosures.

7.4 Where the subscriber purchased equipment from Border Internet then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 12 (twelve) months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. In addition batteries are normally excluded from any warranty. Border Internet may require the subscriber to make available the equipment to Border Internet or its nominee for inspection of the equipment at a time and place to be arranged by Border Internet or its nominee.

7.5 Should Border Internet accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and Border Internet shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.

7.6 Should the subscriber fail to pay any monies due in respect of a equipment or accessories purchased, leased or loaned from Border Internet then Border Internet shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof.

7.7 Should Border Internet loan equipment to the subscriber whilst the subscriber's owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to Border Internet and all risk in and to such loaned equipment shall vest in the subscriber until the subscriber returns it to Border Internet at the subscriber's own cost.

Should the subscriber fail to return the equipment timeously to Border Internet, then Border Internet shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R50 (fifty rands) per day reckoned from the due date of return or demand, whichever is the earlier, until the loaned equipment is returned to Border Internet. The provisions of this agreement shall mutatis mutandis apply to such loaned equipment and its use.

8. LIMITATION OF LIABILITY

Border Internet shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer whether as a result of any breach by Border Internet of any of its obligations to the subscriber, or whether caused directly or indirectly by the subscriber's equipment or the use thereof.

9. BREACH

9.1 Should the subscriber breach any provision of this agreement including failing to pay Border Internet any monies due in terms hereof on due date, then Border Internet 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 to disconnect the subscriber and/or the SIM card from the network and/or to render their connection inoperable by whatever means.

9.2 Any breach will entitle Border Internet to recover from the subscriber upon demand as liquidated damages hereby agreed to by the subscriber, an amount equal to the aggregate of all of the monthly subscription charges due until the expiry of the initial period plus notice period. In addition, the subscriber shall pay back to Border Internet the amount equal to the amount by which the equipment was subsidised as at the time of sale of the equipment which amount shall be deemed to be not less than R675.00.

10. LEGAL COSTS

Should Border Internet instruct its attorneys to enforce any of Border Internet's rights arising from this agreement or to institute action against the subscriber, then the subscriber shall be liable for all legal costs on attorney and own client scale including any collection commission incurred by Border Internet and the subscriber shall upon demand pay such costs.

11. DOMICILIUM

11.1 The parties choose as domicilium citandi et executandi ("domicilium") the addresses set out below.

11.1.1 Border Internet at: 25 Schultz Road, Nahoon,

East London, 5241; and

11.1.2 the subscriber at the physical or residential address specified on the face hereof.

11.2 Either party shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

11.3 The subscriber hereby acknowledges and agrees that acceptance of this agreement, the services provided by Border Internet to the subscriber in terms hereof and payment of all monies due to Border Internet by the subscriber in terms hereof takes place at and/or are rendered from Border Internet's chosen domicilium. The subscriber hereby waives any right that he may have to deny, question or dispute that the whole cause of any action which Border Internet may have instituted against the subscriber arose within the jurisdiction of the Magistrates Court which has jurisdiction in respect of Border Internet's said chosen domicilium.

12. UNDERTAKING AS CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY

If the subscriber as identified on the face hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto

behalf of the subscriber and, if applicable, to sign the debit authorization on the subscriber's bank account. By his signature hereto, the signatory hereby binds himself as co-principal debtor for the subscriber unto and in favour of Border Internet for the due and punctual fulfilment of all of the subscriber's obligations to Border Internet arising out of this agreement including the payment of all charges, fees, penalties and liquidated damages. The signatory as co-principal debtor hereby renounces and waives the benefits of the legal defences excussion, division and cession of actions and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.

13. GENERAL

13.1 The subscriber hereby consents to Border Internet conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, Border Internet shall be entitled immediately and without prejudice to any other rights that Border Internet may have to terminate this agreement and the subscriber agrees to hold Border Internet harmless in such an event.

13.2 The subscriber agrees to supply Border Internet with such information, documentation and signatures that Border Internet may reasonably require at the time that this agreement is concluded, in order to give effect to the payment arrangements of this agreement. Any subsequent changes that affect the information supplied to Border Internet such as bank account and credit card details must be brought to the immediate attention of Border Internet. The subscriber agrees to hold Border Internet harmless in the event of an error being made on any information handed to Border Internet by the subscriber.

13.3 The subscriber hereby agrees that Border Internet may, in addition to any of its other rights in terms of this agreement or otherwise, list any default information on the subscriber with any credit information bureau, and the subscriber agrees to the disclosure by Border Internet to any third party, of any information pertaining to the subscriber or this agreement, to the extent that such disclosure is necessary for the conduct of Border Internet's business, or is required by any relevant statute, regulation or license.

13.4 Border Internet shall be 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 and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of Border Internet.

13.5 No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by the subscriber and a director of Border Internet.

This document contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

13.6 Where Border Internet is represented by any duly authorised representative, his authority need not be proved.

13.7 The subscriber agrees that this agreement, in particular the face page thereof may be scanned and the paper version destroyed, and hereby agrees to the scanned version and waives his right to dispute the authenticity of the scanned version.

13.8 The subscriber understands that, the subscriber has, in terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002, the option to cancel his subscription to the mailing list for unsolicited commercial and/or marketing communications by Border Internet.

who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this Agreement on

14. A. AUTHORITY

This signed Authority and Mandate refers to our contract dated as per the face page ("the Agreement")

I/We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned 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 date stated on the face page and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post, signed email or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows:

i. on the first day ("payment day") of each and every month commencing on the month following the successful installation\supply of the service and\or goods. 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;

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 or on an accompanying voucher. Such must contain a number, which number must be included in the said payment instruction and if provided to you should enable you to identify 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.

B. 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.

C. 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.

D. ASSIGNMENT

I/We acknowledge that this authority may be ceded 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 as used for operating on the account

Assisted by
FOR OFFICE USE

E. AGREEMENT REFERENCE NUMBER

This agreement reference number is: _____