

Customer Agreement
For the provision of Neotel's NeoConnect Services

- 1 These Terms are subject to the General Terms and Conditions, the Electronic Communications Act and Neotel's licence conditions.
- 2 Neotel may revise this Terms and Conditions from time to time without Customer's consent.
- 3 Neotel will use commercially reasonable efforts to provide the Services that Customer may order from time to time either directly through Neotel or through an authorized Neotel sales agent.
- 4 Neotel reserves the sole and exclusive right to determine the geographic area within which it provides Connectivity and Services, and the rights to maintain, reconfigure or discontinue any Connectivity, Services or other product.
- 5 If Neotel intends to discontinue any of Customer's Services, Neotel will provide Customer with at least thirty (30) days' written notice before discontinuing such Services, and Neotel will refund to Customer a pro-rated portion of any pre-paid fees associated with such discontinued Services.
- 6 Neotel shall be excused from performing under the Agreement to the extent it is unable to perform as a result of such actions or inactions, including, without limitation, Customer's failure to provision or maintain the Service with respect to the Customer Agreement under which the Customer is obligated to provide network connectivity.
- 7 Neotel reserves the right to substitute Services that are different from, but substantially equivalent to, the Services ordered by the Customer on the Customer Agreement, subject to the notification of Customer.
- 8 If the Services necessary to meet Customer's requirements are subject to charges in addition to those set forth in the Customer Agreement, Neotel will notify the Customer of any additional or increased charges and Customer shall have fourteen days to cancel the service order and avoid the additional or increased charges.
- 9 The NeoConnect services offered to Customers include:
 - 9.1 Voice services
 - 9.2 Short Message Services
 - 9.3 Internet Services
- 10 Neotel will not supply any Services until Customer until:
 - 10.1 The Customer has signed the Customer Agreement
 - 10.2 The Customer has accepted the Terms and Conditions of the Service
 - 10.3 The Customer has passed the credit vetting criteria set out by Neotel.
- 11 Neotel will begin charging Customer for each Service immediately following Neotel's notification to Customer that the Service has been provisioned and tested by Neotel.
- 12 Unless otherwise stated in the applicable Customer Agreement, each Customer Agreement shall have an initial term of two (2) year (730 days) (the "Initial Order Term"), beginning on the first date upon which any Services governed by such Customer Agreement are available for Customer's use, as reasonably determined by Neotel.
- 13 The ordered Service(s) shall automatically renew for successive renewal periods of one (1) year unless either Party provides thirty (30) days' written notice of termination to the other Party prior to the expiration of any service period.
- 14 The Initial Order Term together with any renewal period shall be referred to as the "**Order Term**".
- 15 If Customer fails to pay the fees for Services under the Customer Agreement within thirty (30) days after the date of the invoice, or if Customer fails to meet any of its other obligations under the Customer Agreement, Neotel may in its discretion, and without any further notice, stop taking orders for additional Services, stop provisioning Services not yet installed and suspend all Services under the Customer Agreement.
- 16 If Customer fails to pay the fees for Services under the Customer Agreement on the date the amount becomes payable on the invoice or any three consecutive month period and/or except in the case of fraud or if Customer fails to meet any of its other obligations under the Customer Agreement, Neotel may do any combination of the following in its discretion and without notice:
 - a. suspend or terminate any or all of the Services provided under this Agreement;
 - b. disconnect any applicable Service(s) and treat such disconnection as a disconnection; and
 - c. terminate the applicable Customer Agreement
 - d. charge additional interest not exceeding 2% of the outstanding amount per month
 - e. charge legal and collections fees. If any legal steps are taken relating to the contract, including monies collected due by the customer
- 17 In the event any Customer Agreement is terminated, Customer shall remain responsible for and shall pay Neotel all fees accrued prior to the date of such termination and all liability imposed hereunder for terminating any applicable Services prior to the end of their respective Order Terms.
- 18 This Agreement is not assignable or transferable by operation of law or otherwise by Customer without the prior written consent of Neotel, which such consent will not be unreasonably withheld
- 19 Neotel may subcontract the performance of Services to third parties or assign any of its other obligations or rights hereunder; provided that Neotel shall remain responsible to Customer under this Agreement.

- 20 If Customer has a bona fide, good faith dispute with any of the amounts on an invoice, Customer must pay, in accordance with the foregoing terms, all amounts not in dispute and provide Neotel with a written request for a billing adjustment, together with all supporting documentation (in the form requested by Neotel), within sixty (60) days after Customer's receipt of the applicable invoice.
- 21 In the event of any queries / complaints, the Customer will contact Neotel's Customer Services Centre (0800333636) as per the details provided in the Service Kit.
- 22 Use of service for lawful purposes only, and only in the manner as prescribed in the service kit provided by Neotel.
- 23 The Customer device and all software provided by Neotel as part of the service kit are property of Neotel and no right, title or interest in these shall vest in the Customer at any time, until the contract period has been honoured. The Customer is responsible for insurance of the device against any damage or theft. Device Warranty will become void if repairs are done by a service agent that is not accredited by Neotel.
- 24 The Customer will not himself / herself, nor will the Customer let any third party, reverse engineer, decompile, modify or tamper with any software or hardware contained in, or pertaining to, the customer device and the starter kit.
- 25 The Customer will make no attempt to tamper with the Customer devices provided to the Customer by Neotel with the service kit and any repairs or maintenance activity will be carried out only through Neotel's authorised agents or outlets.
- 26 Customer shall provide Neotel with all information, cooperation and access that Neotel reasonably requests (including, without limitation, information about and access to each Customer Location) as necessary or appropriate in performing the Services, including, without limitation, to allow installation and maintenance of each of the Services and any additional information required to process the application.
- 27 The Customer will not use the NeoConnect Services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property whatsoever.
- 28 The Customer will not use the Services for the transmission of "junkmail", "spam", "chain letters", or unsolicited mass distribution of messages in any format, including SMS, voice calls and electronic messages. Please consult Neotel's Acceptable Use Policy (AUP)
- 29 Customer acknowledges that Customer's use of the Services pursuant to this Agreement does not authorize Customer to act as an agent of Neotel with respect to the Services.
- 30 Customer shall comply with Neotel's AUP, visit the Neotel Website for full details on Neotel's AUP.
- 31 Neotel reserves the right to suspend or cancel any Service with respect to which Customer is found or suspected to be in violation of the AUP.
- EARLY TERMINATION**
- 32 If Customer desires to cancel or disconnect any Services, Customer shall provide Neotel with written notice of such desire, and Neotel shall cancel or disconnect such Service within thirty (30) days after receiving such notice.
- 33 Such written notice shall be sent to: Neotel, Attn.: Customer Care, 28 Saddle Drive, Woodmead Office Park, Van Reenens Avenue Woodmead, 2191.
- 34 If Customer elects to cancel or disconnect any Service during the applicable Order Term (or if Neotel cancels or disconnects a Service due to Customer's Payment Default or other violation of the Agreement), Customer shall pay to Neotel the following as liquidated damages:
- a. the balance of the device charges over the remaining contract period; plus
 - b. the full amount of all past due charges, interest and/or late payment fees thereon, if any; plus
 - c. any disconnection, early cancellation or termination charges incurred and paid to third parties by Neotel due to such cancellation or disconnection; plus
 - d. any additional amount specifically set forth in an Customer Application Form. In the event Customer fails to make a required payment for two or more months and/or fails to respond to any Neotel notice, Customer shall be deemed to have cancelled the Service(s) and/or the foregoing liquidated damages shall be due and payable.
 - e. The Customer agree that the liquidated damages are a good-faith estimate of Neotel's damages and are not a penalty.
- INDEMNITY**
- 35 Each party (the "**Indemnifying Party**") shall, at its own expense, indemnify and hold the other party, its successors and assigns, and each of its affiliates and their successors and assigns, and each of their respective directors, officers, partners, contractors, employees and agents (collectively the "**Indemnified Parties**") harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expenses, including reasonable attorneys' fees, and amounts paid in settlement resulting from or arising out of any claim, suit action or proceeding (each a "**Claim**") made or brought by a third party against any of the Indemnified Parties as a result of:
- a. in the case of Customer as the Indemnifying Party,
 - i. the Content infringing on the intellectual property rights of any third party or misappropriating the trade secrets of any third party
 - ii. Customer's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct
 - iii. the unauthorized disclosure by Customer of any Neotel Confidential Information
 - b. in the case of Neotel as the Indemnifying Party
 - i. Neotel's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct
 - ii. the unauthorized disclosure by Neotel of any Content or Customer Confidential Information.
- 37 The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any Claim.
- 38 The Indemnifying Party shall have sole control and authority with respect to the defense or settlement of any Claim and the party seeking indemnification shall reasonably cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense of any Claim.
- 39 The Indemnifying Party shall not enter into any settlement which imposes liability or restrictions on the party seeking indemnification without the prior written approval of such party, such consent not to be unreasonably withheld or delayed.

Customer Name : _____

Signature : _____

I have read, understood and agree to be bound by the terms and conditions that accompany this application form and declare that the information given above is true and correct and I hereby consent to Neotel (Pty) Ltd credit vetting this application.

Date : _____