

Himalayas, Rutherford Estate
1 Scott Street, Waverley, 2090
PO Box 5558, Rivonia, 2128
South Africa

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Vox Telecom (Pty) Ltd.
Reg No.: 2002/024911/07
CD Freer (Managing Director), WB Giljam,
DG Reed, GH Koen

Sage Pastel Accounting



SERVICE PROVIDER DETAILS

Company Name	Vox Telecom (Pty) Ltd				
Physical Address	Himalayas, Rutherford Estate, 1 Scott Street, Waverley, JHB	Code	2090		
Postal Address	PO Box 5558, Rivonia	Code	2128		
Company Tel No.	087 805 0000	Company Fax No.	087 807 1200	Web Site	www.voxtelecom.co.za
Registration No.	2002/024911/07	Vat Registration No.	447 020 5933	Email	faxprovisioning@voxtelecom.co.za

CUSTOMER DETAILS – THE “CUSTOMER”

Company Name / Name					
Trading AS (if applicable)					
Company Registration No / OR ID Number			RICA Regulations: Individual - Copy of certified ID, proof of physical/residential address & Proof of banking details (copy of cancelled cheque / copy of bank statement / letter from bank confirming bank details). Business - CM29/CK2, Full details of company representative (copy of certified ID) on a company letterhead, proof of business physical address & Proof of banking details (copy of cancelled cheque / copy of bank statement / letter from bank confirming bank details).		
VAT Number					
Physical Address					
		Code			
Postal Address		Code			
Company Tel No		Company Fax No.		Email	

INITIAL PERIOD (SUBJECT TO STANDARD TERMS AND CONDITIONS)		Period	24 months
Target Commencement Date		Target End Date	

DESIGNATED AUTHORISED STAFF

No.	Name	Direct Phone No.	Mobile	Email	Designation
1.					
2.					
3.					

ACCOUNT STAFF

No.	Name	Direct Phone No.	Mobile	Email	Designation
1.					
2.					
3.					

The above staff will be contact staff for account queries. (Please provide Financial Manager details)

PRICING

Tariff Fees (Please note - all prices exclude VAT)

Outbound		
Telkom Local and National Faxes	R 0.70	Billed 1st minute & thereafter per 30 seconds, incl. part thereof
Telkom Sharecall and Maxicall Faxes	R 0.70	Billed 1st minute & thereafter per 30 seconds, incl. part thereof
ECNS	R 0.70	Billed 1st minute & thereafter per 30 seconds, incl. part thereof
Neotel Faxes	R 0.70	Billed 1st minute & thereafter per 30 seconds, incl. part thereof
Mobile Faxes	R 2.40	Billed 1st minute & thereafter per 30 seconds, incl. part thereof
Fax to Email (0866/5)	R 1.50	Billed 1st minute & thereafter per 60 seconds, incl. part thereof
Vox Geographic (Inbound)	R0.20	Per page
Ported numbers (Inbound)	R0.20	Per page + R150.00 Set Up Fee
On Net (Vox to Vox)	R 0.30	Per page

*Please note that all customers will start with a R100 credit limit, if this limit is reached before the next payment, the account will be put on hold. If you would like to make payment before the debit order date please contact the Vox Telecom Accounts department

INITIAL

Minimum Monthly Usage Fee

* Please note that the Customer is to sign either of the Options as specified below:

Users	Sales Price	Total Users	Total per month	Customer signature
0 - 49 Users	R 30.00			
50 - 99 Users	R 20.00			
100+ Users	R 10.00			

Minimum usage Fee is payable monthly, per User, and all actual usage is offset against the total amount

Desktop fax receiving and sending and application integration

Customer monthly costs

Maximum busy hour pages *	Product Description	Set up fees	Monthly minimum usage fee**	✓	Monthly Fee (SLA)***	✓	Sign
Up to 100	Faxster 100		R3 000.00		R600.00		
Up to 200	Faxster 200		R5 000.00		R1 000.00		
Up to 300	Faxster 300		R8 000.00		R1 600.00		
Up to 400	Faxster 400		R14 000.00		R2 800.00		
Up to 500	Faxster 500		R21 000.00		R4 200.00		

*Busy hour is the maximum pages that can be sent or received in an hour. Where a customer sends a batch that exceeds the selected busy hour maximum, and such a batch will result in system capacity issues, such a batch will be deleted by Vox Amvia Technical Services.

**Usage is offset against the minimum monthly amount. Once the monthly minimum has been exceeded, faxes are billed at the prevailing receiving and/or sending tariff rate. Includes support during business hours

*** Fixed monthly fee for 24x7 support. Traffic is not included in this fee.

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AGREED AND ACCEPTED

I/we the undersigned have read and understood the terms and conditions attached hereto/overleaf, and agree to abide by the said terms and conditions.

Vox Amvia

(who warrants he/she is duly authorised thereto)

(Signature)
(Date)
(Name)
(Designation)

Customer (Only Director of Company to sign)

(who warrants he/she is duly authorised thereto)

(Signature)
(Date)
(Name)
(Designation)

STRATUS TERMS AND CONDITIONS

1. INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:

- 1.1. "Agreement" – these terms and conditions as read together with the schedule on the face hereof and the applicable attached Product Addendum/s
- 1.2. "Connection Date" – the date on which Vox Amvia accepts the contract commences;
- 1.3. "CPA" means the Consumer Protection Act No 68 of 2008;
- 1.4. "CPA Regulations" means all regulations published in terms of the CPA from time to time;
- 1.5. "Initial Term" – the number of months the Service specified upon on the face hereof and or the applicable attached Product Addendum/s is contracted for.
- 1.6. "Network Operator" – refers to Vox Telecom, Telkom and or all other data and fax carriers that Vox Amvia interconnects with;
- 1.7. "Product Addendum/s" – each service offered by Vox Amvia has its own standard terms and conditions stipulating contract duration and package information. The Agreement is deemed not complete without the relevant product addendum/s attached and signed by the Customer. The Agreement and the relevant product addendum/s are deemed to be one legally binding document.
- 1.8. "Services" – the Fax and other Services which are selected and agreed upon on the face hereof and on the attached Product Addendum/s;
- 1.9. "Customer" – the Company, Close Corporation, Firm, Partnership or Person contracting to receive the Services from Vox Amvia in terms of this Agreement;
- 1.10. "Vox Amvia (Proprietary) Limited, Reg. No. 2002/024911/07, a Vox Telecom Company.

2. APPOINTMENT AND TERM

- 2.1. With effect from the date of acceptance hereof by Vox Amvia the Customer appoints Vox Amvia to provide to and/or on behalf of the Customer the Services in accordance with the provisions hereof.
- 2.2. **The Customer agrees to be bound by the provisions contained in the notice, directive, or applicable tariff plan issued or derived by Vox Amvia and/or the Network Operator from time to time.**
- 2.3. **The Customer acknowledges that this document or such other document as agreed in writing between the parties constitutes an offer by the Customer, which may be accepted or refused by Vox Amvia in its sole discretion. The offer will be considered once received by Vox Amvia at Vox Amvia's premises. Connection of the Customer shall be deemed to constitute acceptance of the offer, by Vox Amvia and commencement of this agreement.**
- 2.4. This Agreement shall continue for successive periods of 2 (two) years each after the Initial Term at the then prevailing monthly subscription fee of Vox Amvia, unless either party serves written notice of termination on the other not less than 3 (three) months prior to the end of the Initial Term or such successive 2 (two) year period.
- 2.5. Notwithstanding 2.4 above, the Customer may terminate this Agreement at any time within 30 days of the date of acceptance.

- 2.6. Termination of the agreement does not relieve the Customer from the liability to pay charges for all calls and data usage used by the Customer up until 10 ten days after the Customer has communicated to Vox Amvia in writing that it wishes to terminate the Agreement.

- 2.7 In the case of a fixed term agreement concluded with a customer who is a natural person as contemplated in the CPA -

2.7.1 the customer may terminate the agreement either –

2.7.1.1 at the end of the Initial Term; or

2.7.1.2 on at least 20 business days written notice to Vox Amvia at any time prior to the expiry of the Initial Term, subject to 2.7.2;

2.7.2 should the Customer cancel the agreement prior to the expiry of the Initial Term the Customer will remain liable for all amounts owing up to the date of cancellation and further Vox Amvia will be entitled to impose a reasonable cancellation penalty calculated taking into account the guidelines therefore as set out in the CPA and if applicable, the CPA Regulations;

2.7.3 if the Agreement is not cancelled by either Party prior to or on the expiry of the Initial Term, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month's notice to Vox Amvia, which termination will take effect on the first day of the month immediately following the end of the applicable notice period.

2.7.4 Vox Amvia will notify the Customer not more than 80 (eighty) and not less than 40 (forty) business days prior to the expiry of the Initial Term of the impending expiry date of any material changes to the Agreement that will apply to such automatic renewal and the customer retains its right to cancel as aforesaid;

2.7.5 Vox Amvia may cancel the Agreement 20 (twenty) business days after giving the Customer written notice to remedy a material breach of the Agreement and the Customer has failed to remedy that breach with such time.

3. THE VOX AMVIA SERVICES

- 3.1. The Services are to include the routing of fax traffic over the Vox Amvia network.
- 3.2. Fax constitutes all local, national, international and mobile fax or data calls routed through the Vox Telecom network.
- 3.3. **Because of the need to conduct repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time without notice by Vox Amvia, and Vox Amvia is exempted from all liability (save for gross negligence) for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to the Customer and/or any third party arising from such suspension.**
- 3.4. **The Customer acknowledges and understands that given the nature of the Service, the Service may be unavailable**

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due to the network temporarily or otherwise failing, malfunction, no or poor coverage or should any of the services or facilities provided by the Network Operator or Vox Amvia be temporarily unavailable., and that it shall have no claim of whatsoever nature against Vox Amvia arising as a result of the aforesaid.

- 3.5. Unless the Customer is a "consumer" as contemplated by the CPA, the Customer 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 and other services. Subject to any warranties that may be implied by the CPA to the extent that the CPA is applicable to the agreement Vox Amvia does not make any representations nor, give any warranty or guarantee of any nature whatsoever in respect of the Services.
- 3.6. Unless the Customer is a "Consumer " as contemplated in the CPA, the Customer shall not be entitled to set off or deduct any monies in respect of any fax image being converted incorrectly due to the customer attempting to add any unsupported attachments to the fax. A full list of supported attachments can be made available on request. The following is an abridged list. ANSI text; ASCII text; GIF; JPEG; MS Excel 2000 – 2007; MS Word 2000 – 2007; MS PowerPoint 2000 – 2007; RTF.
- 3.7. **Subject to any warranties that may be implied by the CPA to the extent that the CPA is applicable to the agreement Vox Amvia does not warrant or guarantee that the information transmitted by the use of the Services will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular country.**
- 3.8. Vox Amvia shall be entitled in its sole discretion to alter the telephone number or any other code or number, which has been allocated to the Customer for the Customer equipment.
- 3.9. **Vox Amvia at its discretion will credit vet prospective customers and the customer hereby consents to such credit vetting. Vox Amvia reserves the right to request a deposit in advance should the credit vetting process prove to be unsatisfactory.**
- 3.10. The Customer agrees that if for any reason any of the agreements between the network operators and Vox Amvia are terminated so as to have the effect of Vox Amvia not being entitled to render the Services, all of the rights and obligations of Vox Amvia 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.
- 3.11 Any migration from one package to another will be subject to the discretion of Vox Amvia and any migration charges where applicable will be payable as per the applicable Vox Amvia tariff plan

4. CHARGES

- 4.1. The Customer shall pay to Vox Amvia:
- 4.1.1. Upon commencement hereof, the initial connection charge and all other introductory or commencement charges stipulated on the attached product addendum/s; and
- 4.1.2. Monthly, the total call charges used and/or generated by the Customer during each billing period and any other charges payable in respect of the Services requested by the Customer or other charges levied by Vox Amvia from time to time; and
- 4.1.3. Value added tax at the applicable rate on all vatable charges and services.
- All charges, unless otherwise stated, exclude value added tax.
- 4.2. The charges payable by the Customer to Vox Amvia for the provision or facilitation of the Services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by Vox Amvia 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. A monthly administration fee as published on the Vox Amvia price list from time to time will be levied in the event that statements are faxed or posted to the Customer.
- 4.4. The Customer agrees that Vox Amvia shall be entitled from time to time to increase or vary the charges payable (as dictated by the networks or by extreme currency fluctuations) by the Customer to Vox for the Services. Vox Amvia shall give the Customer prior notice of any such increase or variation.
- 4.5. **Vox Amvia's monthly statement of charges shall be prima facie proof of the amounts owed by the Customer to Vox Amvia in terms hereof and of the other facts stated therein and should the Customer dispute the number, duration or amount charged in respect of any call made or Services**

rendered by Vox Amvia, then the Customer shall bear the onus of proving that Vox Amvia's statement is incorrect in such respect.

5. PAYMENT

- 5.1. The Customer agrees that payment shall only have been made to Vox Amvia when the monies remitted by the Customer have been received into Vox Amvia's bank account.
- 5.2. **Should any debit order be returned unpaid or stopped by the Customer or be rejected for whatsoever reason or should Vox Amvia 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 Customer, then the Customer shall pay an administration charge as may be levied by Vox Amvia from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be liable upon demand and recoverable by Vox Amvia.**
- 5.3. The monthly statement ("bill") shall be sent by Vox Amvia to the Customer at the email address supplied by the Customer in the Schedule or in writing to Vox Amvia. It shall be the duty of the Customer to check the bill in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a bill within thirty days from date thereof the contents shall be deemed as correct.
- 5.4. Payment is due within fifteen days of invoice date and is effected by debit order. Such payment must be effected on Vox Amvia's direct debit date. Non-receipt of invoices by the Customer will not be considered as a valid basis for late or non-payment.

6. LIMITATION OF LIABILITY

- 6.1. **The Customer hereby indemnifies Vox Amvia and holds Vox Amvia harmless against any claim by any third party arising directly or indirectly out of the Customer's access to or use of the Service or information obtained through the use of it, including without limitation of any claim due to the use of the Services for unlawful purposes.**
- 6.2. **Save for gross negligence, Vox Amvia shall not be liable for any loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by Vox Amvia, occurring in the course of furnishing the Services. In particular, but without limiting the generality of the foregoing, Vox Amvia shall be entitled to rely and act upon all information and data supplied by the Customer to Vox Amvia to enable Vox Amvia to perform the Services and Vox Amvia shall not be liable in any manner whatsoever for any errors or mistakes (including, without limitation, the transmission of duplicate faxes or errors or mistakes arising out of incorrectly furnished user information) arising out of the supply of any such information or data by the Customer.**
- 6.3. **Subject to any warranties implied in the CPA to the extent that the CPA applies to the agreement, and Section 61 of the CPA, the Customer must pay Vox Amvia for the replacement or repair of damage to Vox Amvia's equipment or facilities cause by the negligence or wilful act of the Customer or users; improper use of service; or any use of equipment or service provided by others.**

7. BREACH

- 7.1. If the Customer:
- 7.1.1. fails to pay any amount under this Agreement on due date,
- 7.1.2. commits, suffers or permits a breach of any other term of this Agreement; or
- 7.1.3. is placed under liquidation, judicial management or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily; or
- 7.1.4. commits any act which if committed by a natural person would constitute an act of insolvency; or
- 7.1.5. becomes insolvent; or
- 7.1.6. compromises or attempts to compromise generally with any of its creditors; or
- 7.1.7. has a final judgment taken against it which impairs its ability to carry out any of its obligations under this Agreement which is not satisfied within 30 (thirty) days after the granting of such judgment, then Vox Amvia, shall be entitled upon written notice, without prejudice to any of its other rights under the agreement and/or in law, to forthwith to suspend its provision to the Customer of the Services in whole or in part and/or disconnect the Customer from the network by whatever lawful means and/or to immediately cancel this Agreement or to claim immediate specific performance of all of the obligations due for

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performance, in either event without prejudice to its right to claim damages.

7.2 If Vox Amvia -

- 7.2.1. commits, suffers or permits a breach of any term of this Agreement; or
- 7.2.2. is placed under liquidation, judicial management or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily; or
- 7.2.3. commits any act which if committed by a natural person would constitute an act of insolvency; or
- 7.2.4. becomes insolvent; or
- 7.2.5. compromises or attempts to compromise generally with any of its creditors; or
- 7.2.6. has a final judgment taken against it which impairs its ability to carry out any of its obligations under this Agreement which is not satisfied within 30 (thirty) days after the granting of such judgment,

then the Customer, shall be entitled upon written notice to Vox Amvia, without prejudice to any of its other rights under the agreement and/or in law, to forthwith to immediately cancel this Agreement or to claim immediate specific performance of all of the obligations due for performance, in either event without prejudice to its right to claim damages

8. DOMICILIUM AND NOTICES

8.1. The Customer and Vox Amvia hereby choose domicilium citandi et executandi for all purposes of and in connection with this Agreement at the physical address and telefax as set forth on the face hereof. Vox Amvia shall be entitled to give any notice in terms of this Agreement by telefax.

8.2 Any notice given or any payment made by a party to the other ("the addressee") which –

8.2.1 is delivered by hand during the normal business hours of the addressee to the addressee's domicilium citandi et executandi for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

8.2.2 is posted by registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium citandi et executandi for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the 7th (seventh) day after the date of posting.

8.3 Where in terms of this agreement, any communication is required to be in writing the term "writing" shall include communications by telex and/or facsimile and shall, unless contrary is proved by the addressee, be deemed to have been received by the addressee 48 (forty-eight) hours after the time of transmission.

9. GENERAL

9.1. This Agreement in conjunction with the signed Product Addendum/s constitutes the sole record of the Agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, express or implied term, promise or the like not recorded herein and in the Product Addendum/s or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement and the attached Product Addendum/s shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that either Party may grant to the other shall constitute a waiver of any of the first mentioned party's rights. In this agreement the singular shall include the plural.

9.2. This Agreement and the signed Product Addendum/s shall in all respects be governed by and construed in accordance with

the law of the Republic of South Africa, and all disputes, actions and other matters in connection with this Agreement and the signed Product Addendum/s shall be determined in accordance with such laws.

9.3. Should any provision of this Agreement and the signed Product Addendum/s be rendered unlawful then that unlawful provision only shall be invalid, without effecting or invalidating any of the remaining provisions of this Agreement and the signed Product Addendum/s, which shall continue to be of full force effect.

9.4. **Amvia may transfer all or some of its rights and obligations under this Agreement to any other person without the customers consent, provided that where the customer is a consumer as contemplated in regulation 44(1) of the CPA Regulations the transfer is not to the customer's detriment.** . The Customer shall not be entitled to cede or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of Vox Amvia.

9.5. The Customer warrants the accuracy of all information furnished by or on behalf of the Customer in terms of or pursuant to this Agreement and the signed Product Addendum/s. The Customer shall forthwith notify Vox Amvia in writing of any changes from time to time in the information set out in the schedule on the face hereof and on the signed Product Addendum/s.

9.6. The parties hereby consent to the jurisdiction of any Magistrates Court which may exercise jurisdiction over any of the parties in terms of Section 28 of the Magistrates Courts' Act 32 of 1944 in respect of any dispute arising from or concerning this Agreement,

9.7. Vox Amvia undertakes to treat all Customers' information as confidential

10. FORCE MAJEURE

10.1 If either party ("affected party") is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the agreement by reason of an event of force majeure, then the affected party shall be relieved of its obligations hereunder during the period that such event continues (and for so long as the affected party is so prevented from fulfilling its obligations, then the corresponding obligations of the other party shall be suspended to the corresponding extent), and the affected party shall not be liable for any delay and/or failure in the performance of its obligations under the agreement during such period, provided that if the force majeure event continues for a period longer than fourteen days, either party may cancel this agreement.

10.2 An event of "force majeure" shall mean any event or circumstance which is not within the reasonable control of the affected party including vis major, casus fortuitus, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, the downtime of any communications line and/or unavailability of any telecommunications facility or infrastructure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities.

11 AUTHORITY AND ACKNOWLEDGEMENTS

11.1 **The customer warrants that it has the necessary legal capacity and authority to conclude this agreement.**

11.2 **The signatory of the customer warrants that he/she is authorised to sign on behalf of the customer.**

11.3 **The customer confirms that:**

11.3.1 **It has been given an adequate opportunity to read and has read and understood the agreement; and**

11.3.2 **In particular it has read and is aware of the implications of all the terms and conditions contained herein that are printed in bold.**

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