

TERMS AND CONDITIONS

1. INTERPRETATION

1.1. In this Agreement, unless inconsistent with context, words defined on the face hereof shall bear the meanings so assigned to them and the following words and expressions shall bear the meanings assigned to them below

1.2. "Mtel" means Mtel Connect Pty Ltd.

1.3. "Subscriber/client " mean Person or entity responsible for paying for the service or entering into this agreement with MTEL

2. CONTRACT and PERIOD

2.1. Ownership of the installed wireless equipment belongs to client i.e paid for by client

2.2. Parties agree share data and to communicate via all mobile and electronic means deemed fit

2.3. This contract is for one year and is extendable for a year upon mutual consent and new terms as might be deemed fit by Mtel.

3. SERVICES OFFERED BY MTEL CONNECT

3.1. Fixed wireless Internet & VOIP services / provision

3.2. Installation, maintenance, monitoring , inspection , replacement or collection of equipment as and when required

3.3. Any technical issues will be address within 24 – 72 hours depending on the severity i.e Fibre break or equipment theft at any of our High sites <72 hours

3.4. Any concerns must be communicated telephonically and via email

4. . INSTALLATION & DE INSTALLATION (COLLECTION)

4.1. Will be done in consultation with the client or as per the terms of this agreement and signed off by client i.e works / Job card / payment made

5. SUPPORT

5.1. Mtel will provide the necessary technical support to the client

5.2. Any special or additional client specific request will be billed at R500/hour excl vat

[INITIALS]

5.3. Any other related queries/call outs will be billed accordingly and at the discretion of the company. i.e. false alarm , If we have been called out and we find that your router or service equipment has been unplugged, a call out fee of R450.00 excl. vat will apply

5.4. Any other related queries/call outs will be billed accordingly and at the discretion of the company. i.e.

5.4.1.false alarm , If we have been called out and we find that your router or service equipment has been unplugged, a call out fee of R500.00 excl. vat will apply

5.4.2.Natural disaster faults or Weather related or Dish Alignment = R250

5.4.3.Router resets / reconfiguration = R250

5.5. No call outs i.e Client visit / High Site inspection will be done when there is bad/ severe weather conditions

6. WARRANTIES AND THE EXCLUSION OF LIABILITY

6.1. Any claims due no internet connection

6.2. Equipment / property damages due electrical or weather damages

6.3. Cancellation due to break in coverage or interference

6.4. Client must ensure that an appropriate insurance cover is in place for the wireless equipment on site or saving scheme to replace it in the event of an electrical damage

7. BREACH

7.1. Non payment of due payments on due dates which will trigger automatic suspension

7.2. Misuse of service or committing unlawful conducts including clauses 8,9 & 10

7.3. ***In the event such breach occurs*** , suspension will apply, followed by cancellation or both and any outstanding amounts will become due

8. ANTI-SPAM POLICY

8.1. No spamming or any kind will be tolerated from clients

9. UNLAWFUL CONTENT AND ONLINE ACTIVITY

9,1 Zero tolerance will be applied

10. PAYMENT & PRICE

10.1. Payments are due/payable monthly in advance

10.2.Price is per the signed or approved quote
[INITIALS]

10.3.Prices are negotiable on a yearly basis

10.4.Equipment will be the clients property and responsibility once fully paid up

11. DOMICILIUM AND NOTICES

11.1.All notices will/must be served via email & sms

12. FORCE MAJEURE

12.1. Mtel is indemnified from failing to perform due to natural & unnatural disasters or unavoidable catastrophes or government practices e.g load shedding , bad weather.

[INITIALS]

13. CANCELLATION

13.One (1) Months calendar shall apply where applicable unless either wise stated

By MTEL

13.2 Client must also grant access for the collection of equipment or be held liable

for full cost thereof unless equipment was purchased or is fully paid for by the

client

14. GENERAL

14.1.This Agreement is final and binding and shall be governed by SA laws

14.2.Contents of this agreement are to be kept confidential