



BassPhone

(Please complete form in block letters, attach a Certified Copy of ID/Passport or Company Documents)

| SUBSCRIBER DETAILS | | ACCOUNT No.....For Admin Use | |
|--|--------------------|--|---------------------|
| Company/Business CLIENT Name: | | Residential CLIENT/Sole Prop | |
| COMPANY REG. No: | | I.D. No: | |
| Technical Contact: | | Postal Code: | |
| Postal Address: | | | |
| Physical Address: | | | |
| Floor: | | Building: | |
| BUSINESS TYPE: | | Email Address for billing purpose: | |
| V.A.T. NUMBER (if applicable): | | Promotion Code: | |
| Email Address: | | Referred to BassPhone by: | |
| Telephone:(Work) | | Telephone:(Home) | Mobile: |
| | | | Fax: |
| SUBSCRIPTION CONTRACT | | SUBSCRIPTION DETAILS (Please tick (X) option required) | |
| Telephony Services : | | Monthly | Ext -to-Ext |
| | | | Landline |
| | | | Cellular |
| Single Line Telephone Number 021 286 | | R39 | N/A |
| Trio with Single Line 021 286 | | R59 | 3 Ext. included |
| Business Hosted PBX Telephone Number 021286.... | | R239 | 10 Ext. included |
| Packages Telephone Number 021286.... | | R150 BassPhone 100 | R250 BassPhone 200 |
| | | | R650 BassPhone 500 |
| | | | R750 BassPhone 1000 |
| Voice Campaign : | | Rate per Call | |
| Once-off | Monthly | Volume Expected | How many now |
| | | | How many later |
| Own Recording | Standard Recording | Script included | |
| Additional Features | | Interactive Voice Response | Queue |
| Custome Made: | | | |
| Installations for Handset and /or Internet Connection for Phones | | | |
| WIRELESS/WIRED INSTALLATION (antenna, data dongle,WAN router,ATA Adaptor, PoE , up to 20m cabling, up to 3hrs labour, travel) | | | |
| <i>Please note: If your installation takes longer to install than the allocated 3 hours, standard labour rates of R 350 per hour apply. In that case, you will be notified before the engineer is allowed to continue.</i> | | | |
| <i>Please note: INSTALLATION IS DONE WITHIN 2 TO 3 WORKING DAYS, farms and outlying areas can take longer to start implementation.</i> | | | |
| <i>The service runs on Data from any service provider. It is your responsibility to ensure that you have proper and reliable internet connectivity.</i> | | | |
| <i>In certain instances we need to install a computer network, depending on your requirement.The above allocated equipment could be utilised and labour hours will apply, unless specified differently.</i> | | | |
| <i>Service is prepaid or postpaid and funds can be deposited into Capitec Bank Savings Account: 1451389629 Branch Code 470010. Credit will show within 15 minutes during office hours.</i> | | | |
| Telephony Hardware : Choose Installation Package | | | |
| 1 - SoftPhone | | Setup Fee | For Admin Use |
| Existing cellphone/tablet/laptop configured with application | | free | (x __ handsets) |
| 1 - Handset (Hardware phone) | | Setup Fee | For Admin Use |
| Only handset configured and delivered | | R1,500 | (x1 handset) |
| Handset, configured and with basic computer network installation | | R2600 | (x1 handset) |
| Custom Installation? let us quote you rather. | | | |
| Installation Move (excluding travel costs) | | R 1,250.00 | |
| Switchover (excluding travel costs) | | R 950.00 | |
| Standard labour rates per hour | | R 350.00 | |
| Existing Handsets/Routers (optional) | | | For Admin Use |
| Have an existing handset telephone/router? Reconfiguration fee per device | | R 250.00 | |
| For Office Use: | | | |
| If BassPhone finds that either one of the two installation options will be in-adequate, BassPhone will quote the CLIENT on the necessary equipment. | | | |



BassPhone

BANK DEBIT ORDER INSTRUCTION

Name (Member): _____

ID Number: _____ Date of Birth: _____

Address: _____

Telephone Nr: _____ E-mail: _____

Abbreviated Name on Bank Statement: BASSPHONE Debit Amount: R _____

Commencement Date of Debit Order: Day _____ Month _____ Year _____

(Cross and initial where you do amendments to the document)

Dear Sirs/Madams,

The details of my/our bank account are as follows:

Name of Bank: _____ Branch Town: _____

Branch No: _____ Account no: _____

Account Holder Name: _____

Type of Account: (Savings /Current / Transmission)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instruction to the bank for collection against my / our above mentioned account at my / our above mentioned 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 commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

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

- i. On the _____ day ("payment day of the month") of each and every month commencing on (date) _____. In the event that the payment day falls on a Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if
- ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorized 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. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment

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.

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.

ASSIGNMENT

I / We acknowledge that this Authority and Mandate has been ceded to you as per your agreement with you, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

: _____ AUTHORIZED SIGNATURE

_____ NAME AND CAPACITY OF SIGNATORY

_____ DATE



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Signed at(Place) _____ on this(Date) _____ day of

(Month) _____ (Year) _____

SIGNATURE AS USED FOR SIGNING CHEQUES _____

FOR OFFICE USE

Assisted by: _____

Terms and Conditions

WHEREAS the CLIENT requires a BASSPHONE Service(s) from BASSPHONE on a Month-to-Month basis; AND WHEREAS BASSPHONE is willing to provide the Service(s) subject to the conditions as set out hereunder; NOW THEREFORE, the parties agree as follows:

PROVISION OF SERVICE

BASSPHONE hereby undertakes to install, provide and maintain the Service(s) as set out in the Application Form.

DEFINITIONS

- 2.1. "Agreement" means the agreement contained in these Standard Terms and Conditions together with the Application Form.
- 2.2. "Commission" means that the Service(s) have been installed and are available for use by the CLIENT.
- 2.3. "CLIENT or CLIENT" means the person or company applying for Services as set out in the attached Application Form.
- 2.4. "BASSPHONE" means BassPhone (Pty) Ltd, Registration No: 2016/181310/07.
- 2.5. "Effective Date" means the date of the Party signing this Agreement last in time.
- 2.6. "Initial Term" means the period specified under "contract duration" on the Application Form.
- 2.7. "Outage": means that the service is unavailable to all equipment on the CLIENT network as a result of a problem on BASSPHONE's network or a cable break between BASSPHONE and the CLIENT.
- 2.8. "Planned Maintenance": Times where the CLIENT may experience an outage as a result of scheduled changes on BASSPHONE's network. Maintenance windows are usually between 1am and 6am.
- 2.9. "Services" means the provision of BassPhone Wi-Fiber, Voice services and any other services officially provided by BASSPHONE in terms of this Agreement.
- 2.8. "SLA" means service level agreement as set out in clause 9 below.
- 2.9. CLIENT PROFILE means an account assigned to the CLIENT by BASSPHONE to interact with BASSPHONE services provided.
- 2.10. PASSWORD means any secure means to access services of BASSPHONE; whether it is web portals, network equipment or any other device or software officially utilised by the CLIENT for BASSPHONE services.
- 2.11. "AIRTIME" means call time purchased by the user of the service to make internal or external calls via the services of the provider

AGREEMENT DOCUMENTS

3.1 The following documents form part of this Agreement and shall be read in conjunction with these documents:

- a Application Form
- b Standard Terms and Conditions

3.2. In the event of any ambiguity between these documents, the following order of precedence shall apply:

- a Standard Terms and Conditions
- b The Application Form

TERM

- 4.1. This Agreement takes effect on the Effective Date.
- 4.2. The Parties agree that the Service(s) specified on the Application Form will continue for the Initial Term calculated from the date of Commission and thereafter indefinitely until terminated by either Party.

: _____ AUTHORIZED SIGNATURE

_____ NAME AND CAPACITY OF SIGNATORY

_____ DATE



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CONDITIONS

5.1. The CLIENT understands and accepts that the provision of the Service(s) as set out in the Application Form, shall be subject to the provisions of the Electronic Communications Act, 36 of 2005 (the Act) and the licenses issued to BASSPHONE.

5.2. The CLIENT hereby consents that, and authorizes BASSPHONE to:

5.2.1. Contact, request and obtain information from any credit provider or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CLIENT;

5.2.2. Furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the CLIENT to any registered credit bureau or to any credit provider seeking a trade reference regarding the CLIENT's dealings with BASSPHONE.

5.3. BASSPHONE shall not at all be liable for any loss or damage arising from a delay in providing the Service(s).

5.4. BASSPHONE's maximum liability in terms of a disruption of the Service(s) is documented under the SLA as set out in clause 9. BASSPHONE shall not be liable for any loss or damage resulting from a disruption of the Service(s).

5.5. The Parties further agree that the risk of loss or damage to or destruction of BASSPHONE equipment installed on the CLIENT's premises, where applicable, regarding the provision of the Service(s) in terms of this Agreement, shall pass to the CLIENT from the date the equipment is installed.

5.6. BASSPHONE has the right to employ or assign a subcontractor to perform certain tasks on its behalf and that the provider will be considered an official provider of BASSPHONE. The CLIENT will allow the provider to perform their duties to their best ability on or off premises of the CLIENT. BASSPHONE Management will introduce the official providers in person to the CLIENT and no other providers are allowed to perform BASSPHONE services, unless permission is expressly given by BASSPHONE Management.

5.7 the CLIENT remains responsible for its/their CLIENT PROFILE and PASSWORD; and must ensure that PASSWORDS are kept safe and away from persons that could cause harm to the CLIENT or BASSPHONE. BASSPHONE has built-in security measures on multiple levels that should suffice for international use. The CLIENT must act with caution, in order to prevent breaches in the CLIENTS services and that of BASSPHONE. Should it be discovered and proven without a doubt that the CLIENT is the cause of access or information breach, the CLIENT will be liable for all costs incurred by BASSPHONE in an ongoing basis and not as a post payment for damages.

INSTALLATION, RENTAL CHARGES AND AIRTIME

6.1. The CLIENT undertakes to pay BASSPHONE the prescribed Installation Fee, Monthly Rental And Airtime as set out in the Application Form attached hereto, monthly in advance from the date the Service(s) is commissioned, which charges shall be subject to adjustments from time to time as determined by BASSPHONE.

6.2 Non of the above fees stipulated in point 6.1 are refundable. BASSPHONE will keep the existing services alive, unless stated otherwise by the CLIENT/cancelling CLIENT, until the airtime has been fully consumed. During a cancellation period, no new services can be rendered. It is fair policy of BASSPHONE to allow the CLIENT/cancelling CLIENT access to resources that the CLIENT have paid for. Once these resources have run out, BASSPHONE will close the CLIENT profile or monitor for 3 months of inactivity and then close the CLIENT profile, whichever comes first. Price changes may apply, without the consent of the CLIENT, during this period.

SERVICE CHANGES/CALL OUT FEES

7.1. If the CLIENT requires the service to be moved from one premises/device to another after the service has been commissioned, the move will be seen as a new order and the CLIENT will be required to submit a new Application Form. The moving of the circuit or hardware will be seen as a new installation with applicable cost.

7.2. The CLIENT may request BASSPHONE to increase the bandwidth of the Service(s) at the ruling installation and rental charge at any time during the contract term as defined in clause 4. The CLIENT, however, will not be permitted to decrease the bandwidth of the Service(s) after the service or upgrade has been commissioned.

7.3 Call-out fees are applicable where a second or another site survey is required or CLIENT equipment has to be assessed or replaced. Call-out fees will be specified on the Application Form and the Rand value will increase along with the yearly price increase or an adhoc basis as decided by BASSPHONE.

TERMINATION OF SERVICE

8.1. The CLIENT shall accept full responsibility for all reasonable abortive costs and expenses incurred by BASSPHONE in terms of this Agreement and undertakes to pay the costs to BASSPHONE, should the CLIENT cancel the order for the provision of the Service(s), as set out in the "Application Form", after the Effective Date of this Agreement as set out in clause 4.2 or effect any changes regarding the installation of the Service(s).

8.2. Should the CLIENT terminate this Agreement, in respect of any of the Service(s) listed in the Application Form attached hereto, prior to the expiry of the Agreement, the CLIENT shall be obliged to pay on BASSPHONE's demand the full outstanding rental payable for the remaining period of this Agreement, which amount shall be due and payable upon rendering of an statement by BASSPHONE.

8.3. BASSPHONE may terminate this agreement and suspend services should the CLIENT fail to pay in full the fees set out in the Application Form. Amounts outstanding after the due date will be charged at the interest rate of prime + 5% per annum compounded daily.

8.4. Excluding planned maintenance, should the CLIENT experience an outage of more than 240 hours from when a fault is logged with BASSPHONE the CLIENT may terminate this Agreement immediately and without penalty.

SERVICE LEVEL AGREEMENT:

9.1. BASSPHONE provides a Business Hour and a 24/7 SLA service to CLIENTs (extra charges may apply):

9.1.1. Business Hour SLA CLIENT's earn an automatic rebate on their Monthly Rental charges for every minute that BASSPHONE services are unavailable during business hours (7am - 7pm);

9.1.2. 24/7 SLA CLIENT's earn an automatic rebate on their Monthly Rental charges for every minute that BASSPHONE services are unavailable each month.

9.2. The SLA rebate is calculated as the total minutes of downtime each month expressed as a percentage of the total minutes in that month.

i.e. The rebate equals the number of minutes downtime, times the monthly rental charge, divided by the total minutes in the month.

AUTHORIZED SIGNATURE

NAME AND CAPACITY OF SIGNATORY

DATE



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9.3. The SLA rebate is automatically deducted from the next month's billing.

CONFIDENTIALITY

10.1. BASSPHONE and the CLIENT to the extent of their contractual and lawful right to do so will exchange proprietary or confidential information as reasonably necessary for each to perform its obligations under this Agreement and for the CLIENT to avail itself of the service rendered by BASSPHONE under this Agreement. All information relating to this Agreement provided by either Party to the other, whether oral or written, and when identified as confidential or proprietary in writing, is hereby deemed to be confidential and proprietary information ("Proprietary Information").

10.2. A Party receiving Proprietary Information pursuant hereto (the "Receiving Party") will not, without the prior written consent of the Party disclosing such information (the "Disclosing Party") disclose any portion of the Proprietary Information to any persons or entities other than the employees and consultant of the Receiving Party (and BASSPHONE's subcontractors) who reasonably need to have access to the Proprietary Information in connection with the purposes of this Agreement and who have agreed to protect Proprietary Information as though they were a Party to this Agreement.

FORCE MAJEURE

11.1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that Party, including without limitations, acts of God, civil commotion, riots, insurrection, lock-outs, acts of government, fire, theft, explosion, the elements, epidemics, governmental embargoes or like causes, the Party so affected shall be relieved of its obligations hereunder during the period of such events and its consequences, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure provided always that written notice shall within twenty four (24) hours of the occurrence constituting such an event (force majeure) be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such force majeure.

11.2. The Parties hereby agree that should force majeure last more than fourteen (14) days, the Party who has not invoked force majeure to excuse any nonperformance of its obligations may terminate this Agreement by giving ten (10) days written notice to the other.

12. DOMICILIUM CITANDI ET EXECUTANDI

12.1 The Parties hereby accept their addresses as more fully set out on the Application Form as their domicilium citandi et executandi addresses for all matters in connection with this Agreement and for the service of any legal processes. Either of the Parties may change its address provided that the Party doing so gives fourteen (14) days written notice to the other prior to such change.

13. ASSIGNMENT

13.1. In the event that BASSPHONE or BASSPHONE's assets are acquired by another company ("The acquiring company") the CLIENT will remain bound to this Agreement and the Acquiring Company will assume all of BASSPHONE's responsibilities and obligations as set out in this contract.

13.2. With the exception of 13.1, neither party may sell, assign, cede or transfer this Agreement or any rights in terms of this Agreement or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14. NO WAIVER

14.1 Failure by either Party to exercise any rights under this Agreement in one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default. No alteration or modification of any provision of this Agreement will be deemed a waiver of any other default.

15. APPLICABLE LAW

15.1 The terms and conditions of this Agreement and Annexes attached hereto, shall be determined in accordance with the laws of the Republic of South Africa.

16. VAT

16.1 Prices on business products Include VAT.

17. DAMAGED EQUIPMENT

17.1 Warranty faults or failures on equipment supplied by BassPhone, will be replaced at BassPhone's expense. Equipment must be returned to BassPhone for evaluation.

17.2 Costs for faults or breakages other than the aforementioned will be for the CLIENT's account.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter hereof. No interpretation, amendment, or change to this Agreement will be effective unless made in writing and signed by both Parties.

: _____ AUTHORIZED SIGNATURE

_____ NAME AND CAPACITY OF SIGNATORY

_____ DATE