

WIZA SOLUTIONS (PTY) LTD TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. "AGREEMENT" means this agreement duly entered into between the Subscriber and Wiza Solutions (PTY) LTD / a WIZA which establishes the terms and conditions under which WIZA Solutions will provide Services to the Subscriber.
 - 1.2. "WIZA / "SERVICE PROVIDER" means Wiza Solutions (Pty) Ltd, a company incorporated in the Republic of South Africa
 - 1.3. "CHARGES" means the connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of the Services and any other services provided to the Subscriber in terms of this Agreement or otherwise by notice from time to time.
 - 1.4. "CONNECTION DATE" means the date on which the Services commence.
 - 1.5. "COVERAGE AREA" means the physical geographic area within which the Services are provided by WIZA.
 - 1.6. "CPE" means Customer Premises Equipment, including the antennas and communication cards, gateways and modems installed at a Subscriber's Premises to send and / or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future enhanced services to the Subscriber.
 - 1.7. "INITIAL TERM" means the contract period as indicated on the face of this Agreement, commencing on the Connection Date.
 - 1.8. "NETWORK OPERATOR" refers to WIZA, Neotel, MTN Business, IS, Telkom, Vodacom, MTN and / or all other data and voice carriers that WIZA interconnects with.
 - 1.9. "PREMISES" means the installation address as defined on the face of this Agreement.
 - 1.10. "SERVICES" collectively means WIZA services, which include ancillary services related thereto which are selected and agreed upon by the Subscriber in the signed Agreement.
 - 1.11. "SUBSCRIBER" is the Company, Close Corporation, Firm, Partnership, Body Corporate or Persons contracting to receive the Services from WIZA in terms of this Agreement.
2. APPOINTMENT AND TERM
- 2.1. With effect from the date of acceptance hereof by WIZA, the Customer appoints WIZA to provide the Services. The Subscriber acknowledges that this Agreement constitutes an irrevocable offer by the Subscriber, which may be accepted or refused by Wiza in its sole discretion. The offer will be considered once received by WIZA at WIZA premises. Connection of the Subscriber shall be deemed to constitute commencement of the Services. This Agreement shall become binding between WIZA and the Subscriber once signed by WIZA.
 - 2.2. This Agreement shall continue for the full duration of the fixed contract term and thereafter continue on a month-to-month basis until notice of termination is given or received by either party. The Termination Notice Period for either party to terminate the Agreement at any point during or after the fixed term shall be one full calendar month. Termination of the Agreement does not relieve the Subscriber from the liability to pay charges for usage of the Services by the Subscriber up until the Services are disconnected by WIZA.

3. THE WIZA SERVICES

- 3.1. The Services are to include the routing of voice and data traffic over the WIZA network:
 - 3.1.1. Voice constitutes all national, international and mobile voice or data calls routed through the WIZA network.
 - 3.1.2. Data constitutes packets of data routed or managed via Mobile, Fixed-line or Wireless circuits across or through the WIZA network.
 - 3.1.3. The worldwide web "www" is not secure, and we recommend that Subscribers implement all the necessary firewalls and software protection.
- 3.2. The Subscriber shall have no claim of whatsoever nature and howsoever rising against WIZA, its service providers or partners, 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 Operators, Eskom or WIZA be temporarily unavailable.
- 3.3. WIZA is exempted from all liability for any loss or damage (whether direct or consequential) and / or for any costs, claims or demands of any nature to the Subscriber and / or any third party arising from such suspension, due to repairs and / or improvement work on the technical infrastructure by means of which the Services are provided. WIZA shall endeavour to give the Subscriber prior notice of any such increases or variation, but gives no undertaking in this regard.
- 3.4. The Subscriber shall not be entitled to set off or deduct any monies in respect of "dropped" or connections or temporarily unavailable services including facsimile and other services. WIZA does not make any representations, nor give any warranty or guarantee of any nature whatsoever in respect of the Services. All data services are "best effort" and no download speeds are guaranteed unless client subscribes to dedicated 1:1 service.
- 3.6. WIZA 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.
- 3.7. WIZA shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without Wiza incurring any liability whatsoever, in the event of non-availability of the Services or if any agreement giving WIZA access to anything relating to the Service, is suspended, cancelled, varied or terminated.
- 3.8. Any request by the Subscriber to migrate from one package to another will be subject to the discretion and approval of WIZA and any migration charges where applicable, will be as per the applicable WIZA tariff plan.
- 3.9. WIZA reserves the right to carry out a credit check against the Subscriber prior to acceptance of this Agreement and subsequent to carrying out of such credit check may request from the Subscriber a cash deposit or bank guarantee in a form to be approved by WIZA and issued by a bank acceptable to it or such form of security as WIZA may at its sole discretion request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which WIZA may reasonably expect the Subscriber to incur during any two (2) full billing cycles.
- 3.10. If any unpaid charges incurred by the Subscriber (including Charges which have accrued but have not yet been invoiced) shall at any time exceed the amount of any initial deposit or bank guarantee provided by the Subscriber to WIZA in terms of clause 5, WIZA may request an additional amount by way of cash deposit or bank guarantee in a form to be approved by WIZA and issued by a bank acceptable to it or such form of security as WIZA may at its sole discretion request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which WIZA may reasonably expect the Subscriber to incur during any two (2) full billing cycles.
- 3.11. The Subscriber acknowledges that any failure by it to comply with any request made by WIZA under Clauses 3.10 and 3.11 shall constitute a material breach under this Agreement, which is not capable of remedy.

4. SUPPLY AND USE OF CPE AND SERVICES

- 4.1. The Subscriber shall be responsible for obtaining all necessary approvals and authorisations from any competent authority or body and required for the purpose of any such supply and / or delivery and / or installation and the Subscriber hereby indemnifies WIZA against any claim or liability suffered by WIZA by reason of such approval and authorisation not having been obtained.
- 4.2. The Subscriber hereby warrants and undertakes in favour of WIZA that the Subscriber:
 - 4.2.1. Shall not use nor allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services.
5. CHARGES
- 5.1. The Subscriber shall pay to WIZA:
 - 5.1.1. Upon signed acceptance of the Services, the initial installation fee and all other introductory and hardware costs; or
 - 5.1.2. Commencement charges stipulated in this Agreement; and
 - 5.1.3. In the case of the monthly Service fees, payment for the first month to be pro-rated if applicable
 - 5.1.4. Arrears as and when monthly billing is passed on by the Network Operators, the total charges for the Services used and / or generated by the Subscriber during each billing period and any other charges payable in respect of the Services requested by the Subscriber or other charges levied by WIZA from time to time; and
 - 5.1.5. WIZA is a VAT Vendor and does charge VAT.
- 5.2. The Charges payable by the Subscriber to WIZA for the provision or facilitation of the Services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by WIZA from time to time and the contents of such notice, directive promotion or tariff plan including the charges and provisions stipulated therein shall be deemed to be incorporated in this Agreement as if specifically set out herein.
- 5.3. The Subscriber agrees that WIZA 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 Subscriber to WIZA for the Services. WIZA shall endeavour to give the Subscriber prior notice of any such increases or variation, but gives no undertaking in this regard.
- 5.4. If you cancel within 12 months of going live, you are liable to pay the R850 Activation Fee. One calendar month notice period is needed for the cancellation of your services. Please note you are responsible for cancelling your existing services. All cancellations must go to support@getwiza.com to be processed. You will receive a cancellation form to complete, accepting any relevant T's and C's, cancellations will be accepted upon completion of this process. If you cancel once the 12-month cooling off period has expired, you will not be liable to pay the R850 Activation Fee.
- 5.5. WIZA's monthly statement of Charges shall be prima facie proof of the amounts owed by the Subscriber to WIZA in terms hereof and of the other facts stated herein and should the Subscriber dispute the number, duration or amount charged in respect of any call made or services rendered by WIZA, then the Subscriber shall bear the onus of proving that WIZA statement is incorrect in such respect.

6. PAYMENT TERMS

- 6.1. 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 what is stated herein, the Subscriber shall draw all cheques, postal orders and bills payable to WIZA Solutions and marked "nontransferable".

- 6.2. The Subscriber agrees that payment shall only have been made to WIZA when the monies remitted by the Subscriber have been received into WIZA bank account.
- 6.3. Should any stop order, debit order or cheque payment be returned unpaid or stopped, for whatsoever reason or should WIZA 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 of at least R200 as may be levied by WIZA 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 WIZA.
- 6.4. In the case of the monthly Service fees, payment for the first month to be pro-rated for the remaining of the month. Subsequent payments to be made monthly in advance on or before the fifth (5th) day of every month, or as per the debit order run date. Non-receipt of invoices by the Subscriber will not be considered as a valid basis for late or non-payment.

7. LIABILITY

- 7.1. The Subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of WIZA whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle WIZA to apply for judgement against the Subscriber and to obtain summary judgement or provisional sentence, as the case may be.

8. LIMITATION OF LIABILITY

- 8.1. The Subscriber hereby indemnifies WIZA and holds WIZA harmless against any claim by any third party arising directly or indirectly out of the Subscriber's access to or use of the Services or information obtained through the use of it, including without limitation of any claim due to the use of the Services for unlawful purposes.
- 8.2. WIZA shall not be liable for any loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the Services, the transmission of the Services, or failures or defects in facilities furnished by WIZA, occurring in the course of furnishing Services, and liability shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to WIZA for Services, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the Services, its transmission or failure or defect in facilities furnished by WIZA occurred.
- 8.3. The Subscriber must pay WIZA for the replacement or repair of damage to WIZA equipment or facilities caused by the negligence or willful act of the Subscriber or users; improper use of Services; or any use of WIZA equipment or Services provided by others.
- 8.4. The Subscriber is liable for all Services subscribed for in this Agreement, once the Services have been installed and activated.
- 8.5. WIZA shall not be liable in respect of any warranties and / or representations of any nature whatsoever given or made by the salesman or selling agents who have no authority to bind the company in any respect whatsoever.

9. BREACH

- 9.1. If the Subscriber:
 - 9.1.1. fails to pay any amount under this Agreement on the due date, then WIZA 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 disconnect the Subscriber from the network and / or to render the CPE inoperable by whatever means.
 - 9.1.2. terminates the contract before the specified date of termination for breach of contract, it will result in the Subscriber being liable for the full payment of the remaining subscription or hardware fees for the applicable term signed upon in the terms of this Agreement.
- 9.2. WIZA has the right to terminate this Agreement without prejudice to any other right WIZA may have in terms of this Agreement or at law; if the Subscriber:
 - 9.2.1. fails to pay the monthly Services and other Charges in terms of this Agreement on the due date
 - 9.2.2. breaches any provision of this Agreement, all of which are deemed to be material, and fails to remedy the breach within seven (7) days after the dispatch of a registered, hand delivered or faxed letter by WIZA calling on the Subscriber to remedy the breach;
 - 9.2.3. commits an act of insolvency in terms of an act of the Republic of South Africa;
 - 9.2.4. is a company or close corporation and is deregistered or liquidated or in the case of a company placed under judicial management, whether provisionally or finally;
 - 9.2.5. is a natural person and he or any one of his partners is provisionally or finally sequestered, or he or any one of his partners becomes subject to an administration order;
 - 9.2.6. ceases its business activities for longer than a period of sixty (60) consecutive days, unless forced to do so by force majeure; or
 - 9.2.7. Gives WIZA notice of the termination of its surety ship for any surety in favour of WIZA for the payment of the Services in terms hereof.
- 9.3. WIZA shall be entitled to recover all legal expenses, including legal expenses (on an attorney-and-own client scale) incurred and arising directly or indirectly out of this Agreement.
- 9.4. The Subscriber agrees that interest shall be payable on any monies due to WIZA at the maximum legal interest rate prescribed in terms of the Usury Act from the date they fall due. Interest shall be compounded monthly in arrears.

10. DOMICILIUM AND NOTICES

- 10.1. The Subscriber and WIZA hereby choose domicilium citandi et executandi for all purposes of and in connection with this Agreement at the physical address, e-mail and fax as set forth on the face hereof. WIZA shall be entitled to give any notice in terms of this Agreement by e-mail and or fax.

11. WHOLE AGREEMENT

- 11.1. This Agreement 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 nor implied term, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that WIZA may grant to the Subscriber shall constitute a waiver of any of WIZA rights.
- 11.2. In this Agreement the singular shall include the plural.

12. SEVERABILITY

- 12.1. Should any provision of this Agreement be rendered unlawful, then that unlawful provision only shall be invalid, without effecting or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect.

13. WARRANTIES

- 13.1. Save as expressly set out in this Agreement, WIZA does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of WIZA equipment or Services and all warranties which are implied or residual at common law are hereby expressly excluded.
- 13.2. Without limitation to the generality of Clause 13.1, WIZA does not warrant or guarantee that the information transmitted by or available to the Subscriber by way of the Services or WIZA equipment:
 - 13.2.1. will be preserved or sustained in their entirety;
 - 13.2.2. will be suitable for any purposes;
 - 13.2.3. will be free of inaccuracies, defects, bugs or viruses of any kind; and
- 13.3. WIZA assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in Clauses 13.1 and 13.2 above.

14. GENERAL

- 14.1. WIZA is 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 rights and obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of WIZA.
- 14.2. The Subscriber warrants the accuracy of all information furnished by or on behalf of the Subscriber in terms of or pursuant to this Agreement. The Subscriber shall forthwith notify WIZA in writing of any changes from time to time in the information set out on the face hereof.
- 14.3. The Subscriber undertakes to abide by WIZA acceptable use policy.

15. JURISDICTION

- 15.1. The parties consent, in terms of Section 45 of Magistrates Court Act 32 of 1944, to the jurisdiction of the Magistrates Court or any district having jurisdiction over it by virtue of Section 28(1) of the said Act, in respect of any action or legal proceedings in connection with this Agreement, notwithstanding the fact that the amount involved in such action or proceeding may be beyond the jurisdiction of a Magistrates Court.
- 15.2. WIZA however reserves the right to institute action or proceedings in the High Court.

16. FORCE MAJEURE

- 16.1. If WIZA is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement due to any reason or cause beyond the control of WIZA or by reason of force majeure, WIZA shall be relieved of its obligations in terms of this Agreement during such period.

17. CANCELLATION

- 17.1. All agreements carry a 30-day cancellation notice period. You are required to notify us 30 days before cancellation of any of your services. All cancellations must go through support@getwiza.com to be processed.