

WISTEC – CONTRACT AGREEMENT

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AMADWALA TRADING 5 CC AND WISTEC DATA & TELECOMS (PTY) LTD

T/A WISTEC

CONTRACT AGREEMENT

1. ASSIGNMENT AND CESSION

No part of this Agreement may be ceded, assigned, or transferred by either party without having secured the prior written consent of the other party, which consent shall not be unreasonably withheld.

2. SERVICE AGREEMENT

I/We hereby understand and accept the terms and conditions as stated below in terms of this agreement between myself/us and Amadwala Trading 5 CC and Wistec Data & Telecoms (Pty) Ltd hereafter referred to as “WISTEC”:

WISTEC reserve the right to change the configuration, product structure, cost or any other components on all services rendered from time to time and will give 14 days’ notice of such changes. Every notice or other communication required or permitted hereunder shall be sufficiently given or transmitted if and when it is sent by means of electronic transmission (electronic mail message) or via SMS for the said period.

I/We hereby acknowledge that it is my/our responsibility to keep my/our username and password a secret and acknowledge that I/we have the ability to upgrade this contract via consulting with a representative of WISTEC.

I/We hereby understand that the services rendered will be subject to WISTEC’S conditions of use as amended from time to time. All services come with an entry level SLA (Service Level Agreement - maximum of 48-hour, work day, response time), from time of service request. A copy of these conditions is available at the office of WISTEC.

I/We indemnify WISTEC against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service.

Should I/we fail to pay my/our account I/we shall be liable for any collection, tracing and/or legal fees.

I/we hereby confirm that the above-mentioned physical address shall be my/our Domicile citadel et executant.

Should I/we fail to pay my/our account, WISTEC reserve the right to terminate this agreement without notification. A reconnection fee will be applicable should I/we choose to reactivate this contract, this

fee will be determined by WISTEC at its own and sole discretion. Interest is payable on all arrear payments at a rate determined by WISTEC from time to time.

All "A" Prepaid products are Speed beneficial and NO TopUp Tickets shall be credited. The client uses the data top up at own discretion. No data rollover will be added after billing run on any product.

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3. CANCELLATION

I/We acknowledges that termination of this contract is not possible within the signed contract period, and understands that this contract will automatically be renewed on a month to month basis thereafter.

All contracts are month to month.

A new contract cannot be cancelled within the first 3 months of signup to allow the cooldown period.

If a contract is cancelled within the first 12 Months of initial signup, the outstanding amount making up the 12 month period, will be owed and be payable to cede the contract.

A one calendar month written notice is required to terminate this contract after the initial period or at any time.

I/We understand that any outdoor parts or panels installed at my/our premises stays the property of Wistec, i.e. Radio, Mast, Wall Bracket, and Power Supply, as part of contract.

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.