



**TRUE TECHNOLOGIES JEFFREYS BAY**

**TEL:** 042 293 4168 • **FAX:** 0422931851 • **E-mail:** sales@true.co.za  
**ADDRESS:** Shop3 • Fountains Estate • Blaauwkrans St • Jeffreys Bay • 6330  
**POSTAL:** PO Box 1770 • Noorsekloof • 6331

**TRUE TECHNOLOGIES ON THE WEB**

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www.truehotspot.co.za & www.true.co.za

TrueWan Install *Installation Fee: <b>R990</b> incl VAT	TrueHotSpot Install 3GB CAP ( <b>R300</b> or higher) *Installation Fee: <b>R1800</b> incl VAT	Name	
		Acc. Code	

**CAPPED OPTIONS**

<b>2 Mbps</b>	<b>R195</b> (includes 2Gb CAP)	<b>4 Mbps</b>	<b>R295</b> (includes 5Gb CAP)	<b>10-20 Mbps</b>	<b>R1195</b> (includes 50Gb CAP)
<b>0 Mbps</b>	<b>R95</b> Minimum Fee / Hibernate		Additional site: Monthly <b>R95</b> connection fee per site. Install fee applies.		

**TOP-UP OPTIONS**

Additional CAP options to add to the chosen Capped package (permanently or as a top-up during the month)

1Gb	<b>R20</b>	50Gb	<b>R450</b>
5Gb	<b>R75</b>	100Gb	<b>R700</b>
10Gb	<b>R130</b>	200Gb	<b>R1200</b>
20Gb	<b>R220</b>	300Gb	<b>R1500</b>
<b>Total including top-up:</b>			

**UNCAPPED OPTIONS**

PRODUCT	FAIR USAGE PER 7 DAY*	SPEED THROTTLING (Kbps)	TOTAL/MONTH	PRODUCT	FAIR USAGE PER 7 DAY*	SPEED THROTTLING (Kbps)	TOTAL/MONTH
UNCAPPED 1.21	21Gb	1024/512	<b>R395</b>	UNCAPPED 6.21	21Gb	6144/5120/4096/2048	<b>R1295</b>
UNCAPPED 2.21	21Gb	2048/1024	<b>R495</b>	UNCAPPED 8.21	21Gb	8192/6144/4096/2048	<b>R1695</b>
UNCAPPED 4.21	21Gb	4096/3072/2048	<b>R795</b>				

\*Fair Usage Policy (FAU) – usage more than 21Gb in any 7 consecutive days: the speed reduces as shown in Speed Throttling (depending on package) See our website for more info

**DEDICATED UNCAPPED OPTIONS - NO THROTTLING/FAIR USAGE POLICY**

512kps	<b>R595</b>	1Mbps	<b>R895</b>	1.5Mbps	<b>R1395</b>	2Mbps	<b>R1795</b>	4Mbps	<b>R3095</b>
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**CAP LIMITS:**

Hard Cap: Disconnect once limit is reached	Network Switch: 8-port <b>from R300</b>
Soft Cap: Over CAP usage charged at rate/Gb depending on selected CAP	Wireless Router: <b>from R790</b> (dependant on coverage required)

**ADDITIONAL OPTIONS:**

**EMAIL ADDRESSES: (@truewan.co.za)**

**FAX TO EMAIL:**

1	4	Email Address:
2	5	Receive (Free)
3	6	SEND ( <b>R10/p</b> month) Sent faxes billed as set out in rates, available on request

**VOIP (VOICE OVER INTERNET PROTOCOL) & FAX HARDWARE**

<b>R50/month</b> VoIP phone number (make & receive calls – no phone line needed)	<b>R1160</b> Desktop Yealink T21 Desktop phone <b>R1990</b> Reception Yealink T27P VoIP phone
<b>R150</b> Transfer of existing phone number (Request additional porting forms)	<b>R1700</b> Yealink W52P Cordless SIP Phone ( <b>R1110</b> /add handset)
<b>R2000</b> TrueFAX router (send & receive faxes from your existing fax/multifunction) <b>R80/p</b> month	

**SPECIAL SERVICES**

Static Public IP for Gaming Console	<b>R50/month</b>	Virtual Server Hosting	Pricing available on request
Static Public IP for Camera/CCTV	<b>R150/month</b>	True Cover	Client Premises Equipment (CPE & POE) cover at <b>R30pm</b>
Mail Domain Hosting	<b>R60/month</b>	VPN	VPN/EOIP Link - <b>R200/Mbps</b> (1-5Mbps)

**ADMIN USE**

True Contact	True Jobs	TRACC	Truewisip	Email	VOIP	Debit Order	Payment
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INITIALS:

True Technologies cc Reg. No: 2000/029695/23 V.A.T REG. No: 4220189015 • ICASA LICENCES: IECS (No: 0366/IECS/MAY/09) & IECNS (No: 0366/IECNS/MAY/09). Proud member of WAPA (Wireless Access Providers' Association of South Africa)

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## MEMORANDUM OF AGREEMENT

The Parties:

**SERVICE PROVIDER**

True Technologies: CC (2000/029695/23)

Physical Address: Shop3 Fountains Estate, Blaauwkrans St, Jeffreys Bay, 6330

Postal Address: Po Box 1770, Noorsekloof, 6331

E-mail: Sales@true.co.za

Tel: 042 293 4168

Fax: 042 293 1851

Vat Number: 4220189015

and

**THE CUSTOMER**

Customer Name: \_\_\_\_\_

Id Number/ Comp Reg Number : \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

E-mail (For Accounts): \_\_\_\_\_

Tel Number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Vat Registration Number: \_\_\_\_\_

Data Package Selected: \_\_\_\_\_

The parties agree as follows:

**DURATION**

Agreement commences upon signing of this contract by both parties, and will be binding on a month to month basis. Either party may cancel the agreement with written notice by e-mail to the other party, provided one calendar month is given preceding the date of prospective return.

**PAYMENT**

The service provider will invoice the customer on the first day of the successive month that the agreement is signed, and thereafter on or before the 1st or 2nd day of each successive month. Fees are prepaid and invoiced for each month in advance, except calls/faxes and over cap usage which are calculated post-paid. Payment must be made by the customer on or before the 7th day of each month wherein the customer has been invoiced (payment should be by debit order if agreed upon). No payments already made to the service provider are refundable. The service provider is entitled to any rates increase/decrease and will notify the customer via email. The customer will not be entitled to withhold or reduce any payments withheld or hold the service provider liable for damages in case of disruption, delay or suspension of service for whatever reason.

**BREACH OF CONTRACT**

If the customer fails to pay on or before the 7th day of every month or fails to perform any of his / her obligations under this Agreement, and persists for 3 (three) days after dispatch of an e-mail to the customer, the service provider will without prejudice to rights, cancel the agreement and / or suspend the service immediately and retain all rights to take legal action to recover damages and collect arrears. An amount of R50 is payable for reconnection. The customer will be liable for costs on a solicitor- customer scale if legal action is taken and consents to the jurisdiction of the Magistrate's court of Humansdorp. Both parties domicilium citandi et executandi address indicated on the front of the Agreement

**CESSION OF RIGHTS & OBLIGATIONS**

The customer may not have any rights and / or liabilities ceded under the agreement, unless prior written consent from the service provider is obtained beforehand. The service provider will be allowed to have his / her rights and /or obligations in terms of the agreement ceded.

### PLEASE NOTE THE FOLLOWING:

Check that all information is correct and clearly legible, as True WAN (True Technologies cc) cannot be held responsible for incorrect information.

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**DEBIT ORDER PAYMENTS**

The customer gives consent to the service provider to a debit order to withdraw the amounts due as on or before the 7th day of each successive month. Bank charges will be payable by the customer. An amount of R50.00 is payable by the customer for any unpaid debit orders.

The customer's bank details are as follows:

**BANK:** \_\_\_\_\_**BRANCH CODE AND NAME:** \_\_\_\_\_**ACC NUMBER:** \_\_\_\_\_**ACC NAME:** \_\_\_\_\_**ACC TYPE:** \_\_\_\_\_

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions 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 authorised to be issued must be issued and delivered as follows:

I, On the 7th day ("payment day") of each and every month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I / We understand that the withdrawals hereby authorised 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 instruction. 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.

**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 may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this day of \_\_\_\_\_ 20\_\_.

NAME: \_\_\_\_\_ SIGN: \_\_\_\_\_

**OBLIGATIONS OF THE CUSTOMER**

The customer undertakes not to use services and / or equipment for illegal or improper purposes, and to maintain equipment only for the purpose for which it was manufactured. The customer may not make changes to equipment. The customer will comply with applicable laws including immaterial rights.

**MAINTENANCE**

The service provider may temporarily waive its obligations in terms of the agreement in order to do improvements, maintenance and repairs to services and / or equipment and the customer may not hold the service provider liable for any damages. The service provider is not required, but will attempt to notify the customer in advance of any interruption, delay or suspension of services. The service provider undertakes to maintain wireless devices (erected outside the premises of the customer, and that links with service provider's network).

**DEFINING A BASIC INSTALLATION**

A basic installation consists of the following 3 aspects:

- CPE (client premise equipment) is mounted outside - The CPE comes in small, medium or large sizes, depending on the distance from the AP it has to connect to. It is normally a small weatherproof device mounted on an exterior wall, the eaves or rooftop. It can also be mounted on a separate free-standing pole or tower. The installed CPE points to the AP located strategically to service a specific area.
- Wiring - A CAT5 cable also known as Ethernet cable is run down from the CPE on an exterior wall. Our installers try to obscure the cable as much as possible. The cable needs to transfer from the outside of the house to the inside either through the roof, or through drilling a small hole in a wall or door/window frame. If there are existing cabling for phone, or Satellite TV we will try to work with these as much as possible. If you need additional wiring please contact us for an official quotation. Please check under support for all the different installation possibilities.

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• Connect your computer(s) - Once inside the house the cable is connected to a power source called a POE (power over Ethernet) that supplies the equipment outside with DC electricity. The CAT5 cable coming from the POE can be connected to a single computer or into the internal network. A basic installation provides you with 1 Ethernet connection. With everything in place - the connection is tested and all basic configuration setups are done - setting up emails, Wi-Fi connections, etc.

#### A BASIC INSTALLATION INCLUDES THE FOLLOWING

- Traveling.
- Installation and activation charge.
- 30m or less of CAT5 cable.
- CPE with POE.
- One exterior wall mount & 3m aluminium pole.
- One connection and configuration to a computer network card, or to the internal network.
- The interface setup and configuring of an e-mail account

**The following is considered additional and will be charged separately:**

- To install switches, Wi-Fi hotspots, VOIP connections etcetera will all be charged additional.
- Special installations (e.g. Non-penetrating roof mount, extension pole, wall jack, additional cabling beyond 30m etc.) Custom installation is done by quote only. Trouble shooting computer problems are also not included. Normal labour rates will apply to assist with these problems.

#### OWNERSHIP OF EQUIPMENT

- The CPE and POE supplied at installation remains the property of True Technologies and must be returned to us upon termination of service. Whilst the CPE is in service on your premises you are responsible to insure it against theft or accidental damage (as covered under a standard short term insurance policy) - or if you do not have insurance, pay for the repair or replacement if such damage occurs. True Technologies will however support and maintain this CPE to operate optimally - which includes installing new firmware updates as they become available. The CPE should have a technology lifespan of at least 3 years. CPE's older than 3 years that need to be upgraded will result in an upgrade cost for the customer.
- All other equipment installed is purchased from True Technologies and ownership transfers once fully paid. Although most of this additional equipment comes with guarantees / Warranties, it still remains equipment under your care and needs to be maintained / operated in accordance with the suppliers' specifications. Any after sales support on this equipment that is not covered by the manufacturer's guarantee, or that does not clearly point to a faulty installation by True Technologies, will be chargeable to the customer.

#### ENVIRONMENTAL FACTORS TO CONSIDER

- Heat, cold, rain should not under normal circumstances affect your wireless connection. Environmental factors like electrical surges, lightning, water damage and extreme winds can affect your connection.
- The Internet connection is relayed wirelessly through our network and is reliant on electricity. Although we do have electrical backups throughout our network, and backup generators at all our data centers, extreme periods of electricity loss could affect the service we supply.

#### DEMARICATION AND FAULT FINDING

- True Technologies provide ICT (Information and Communication Technology) services over its wireless network. The point of demarcation between the True Technologies network and the customer network is the CPE. True Technologies is not responsible for the operation of the customer network beyond this point. In the event of a loss of service, it is the customer's responsibility to ensure their network is functional, and that all cabling and equipment is operational. All cabling and equipment on the customer's premise can be serviced by any well trained IT technician.
- In the event that the customer requests a service call, True Technologies personnel will remotely test the service to the CPE. If the CPE is connected to the network we will log into the CPE and check for LAN (Local Area Network) connections to the internal network. If there is no fault to this point, a call can be logged, but a service charge will apply.
- A fault can be reported by either phoning the call centre at 042 293 4168, sending an e-mail to support@truewan.co.za or by logging the fault through the True Technologies website at www.true.co.za. A customer number and a clear fault description must accompany the report.
- Damaged equipment will be replaced under warranty, if applicable, unless damage is caused by factors not covered in the warranty. Equipment damage out of warranty will be billed to the customer.
- True Technologies provide free technical and telephonic support, but it is limited to your connection and related issues with our service. Any computer related problems, software problems, Operating System problems, printer problems, virus issues etcetera will be handled as IT support and is chargeable.

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#### NUMBER PORTING

Any geographical number can be ported to another service provider. If you have an existing number that you want transferred to either TrueVoice or TrueFax we can accommodate that. Number porting is regulated by the Department of Communication so the following applies:

- Only geographical numbers (i.e. 011 / 012 / 018 / 016 etcetera - no 087 or 086 numbers) can be ported - and the number to port can only be used within that geographical area.
- The porting request takes about 2 weeks to complete. We submit the request to the service provider currently managing the number (i.e. Telkom) through our service provider. They process the request and if everything is in order they will reply with a porting date, which we will confirm.

#### The following could result in a decline of the request:

- Outstanding payments on the account, no active account on that number, a long term agreement contractually entered into on that number. We will be informed of the reason for the decline.
- Also note that if the current provider is Telkom then all data services connected to that number will also be cancelled.
- Do not cancel the current service until the port has been completed.
- Although the porting of the number should signify the end of the service, some providers keep on billing for the service. It is the customer's responsibility to ensure that all proper procedures have been followed to cancel the original service.
- There is a two (2) month cool off period on the port in which a request for a port reversal can be submitted. After the 2 months a complete new process has to be entered into with the new service provider if the number needs to be moved.

#### USAGE TERMS & CONDITIONS

##### The customer undertakes that he/she/they:

- will not knowingly create store or disseminate any illegal content,
- commit to lawfully conduct him/her/themselves in the use of the services, including copyright and intellectual property rights,
- undertake not to send or promote the sending of spam
- will be responsible to manage and control the use of the service by minors able to access the True Technologies network under his/her/their care (Refer to [www.true.co.za/support/protection](http://www.true.co.za/support/protection) for information about protecting minors)
- have read the AUP (Acceptable Usage Policy) as found on the True Technologies website, and will use the True Technologies service in accordance with these policies.

• have read and agree with the True Technologies Privacy Policy that can be found on the True Technologies Website. True Technologies has the right to the following if the usage terms are not upheld:

- to remove any content hosted by that customer which it considers illegal or for which it has received a take-down notice,
- to suspend or terminate the service of any customer that does not comply with the Terms & Conditions, the Acceptable Usage Policy or any other contractual obligations.

For more detailed explanations regarding any aspect of our business and a better understanding of concepts visit our Website at [www.true.co.za](http://www.true.co.za).

#### TRUECOVER - EQUIPMENT COVER

The purpose of TrueCover is to offer clients cover against the cost of unforeseen equipment repair. It offers the following:

- Replacement or repair of all damaged equipment covered as a result of electrical surges or power failures, lightning, wind or hail.
- It includes all labour and traveling needed to do the repairs.
- It does not require any excess payments.

#### TrueCover excludes the following:

- Collateral damage caused to equipment - For example if the building structure collapses or burns down, or a tree falls over onto the equipment and damages it.
- Theft is not covered.
- There is no Public liability cover.
- No cover against equipment damaged by people or animals.
- Does not cover upgrades to equipment if its technology lifespan has reached its end - which should be at least 3 years.
- In the case of WiFi routers it does not include software configuration changes or problems.
- Loss or destruction of or damage to any property whatsoever, or any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of the True Technologies equipment.

#### Specifying the equipment covered and premiums:

- Covering a basic installation is R30. A basic installation is defined earlier in the MoA.

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**AGREEMENT TERM**

• TrueCover has to be taken for a minimum term of 2 years. If the True Technologies service agreement is ended, and claims have been made against TrueCover, the outstanding premiums of the 2 year cover period will be payable on termination.

**ACKNOWLEDGEMENTS BY CUSTOMER**

- That ownership of wireless equipment used to connect to the service provider's network remains that of the service provider.
- The customer must ensure the necessary security of the equipment.
- If equipment is damaged, destroyed, disposed of or stolen, regardless of the cause, including lightning damage and damage caused by electrical undulations, the customer will be liable to the service provider for damages.
- If Agreement is cancelled, wireless equipment should be delivered back to the service provider in the same condition as received.
- The service provider will contact the customer and agree on a time and date after which an agent of the service provider will remove the wireless equipment.
- If the service provider receives no cooperation in this regard from the customer, the service provider will immediately remove all wireless devices with or without the consent of the customer and the latter indemnify the service provider or its agent against a criminal charge of trespassing if equipment is removed.
- Under no circumstances is the customer allowed to remove the wireless equipment such as stated above.
- No amendments or modifications shall be valid unless reduced to writing by both parties and signed.
- Any passing of time not be construed as a waiver of the service provider's rights.
- The customer is aware that changes could be made to the MoA relating to the conditions of service, and that these changes will be applicable to his/her/their service agreement. The latest version of the MoA as can be found on the True Technologies' Website, at [www.true.co.za/services/terms](http://www.true.co.za/services/terms), will always contain the relevant set of terms and conditions.

**RICA: DOCUMENTATION NEEDED**

**Individuals:**

- Name, identity number, residential and postal or business address
- Certified copy of identity document where name, photograph and identity number appear.

**Juristic person (companies, CCs, Trusts, etc):**

- Name, identity number, residential and postal or business address of representative.
- Name of juristic person, business address and registration number (if registered).
- Certified copy of identity document of representative, where name, photograph and identity number appear
- Certified photocopy of the business letterhead

Signed at \_\_\_\_\_ on this day of \_\_\_\_\_ 20\_\_.

**SERVICE PROVIDER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

INITIALS: