



JEFFREYS BAY

TEL: 042 293 4168 • E-mail: sales@true.co.za

ADDRESS: Shop 3 • Fountains Estate • Blaaukrans St • Jeffreys Bay

POSTAL: PO Box 1770 • Noorsekloof • 6331

ST FRANCIS BAY

TEL: 042 293 4168 • E-mail: stfsales@true.co.za

ADDRESS: Shop 39 • The Village Square • St Francis Bay • 6312

TRUE TECHNOLOGIES ON THE WEB

facebook.com/TrueTechnologies • www.true.co.za

TRUEWAN WIRELESS INTERNET MEMORANDUM OF AGREEMENT

Contract Term: Month to month, 30 day notice.

INSTALLATION FEE

<input type="checkbox"/> R1000 Standard Install fee per site	<input type="checkbox"/> R 750 Returning Wireless Client / Move fee
<input type="checkbox"/> R 500 Pensioner/Teacher Install fee	<input type="checkbox"/> R 300 TrueWAN Account Transfer

(Kouga / Koukamma Local Schools Only, please supply proof)

PLEASE NOTE: Installation fee is payable in advance and includes travelling and labour up to 2 hours. The Outdoor TrueWAN Equipment/ CPE remains the property of True Technologies. Indoor WiFi equipment/router/s not included in standard installation, will be quoted on during site survey/installation. Customer to pay upon installation date for additional equipment.

TRUEWAN WIRELESS INTERNET MONTHLY FEE

PACKAGE SPEED/BURST (Mbps)	Internet Only Monthly Fee <i>Hibernation & Shared Speed</i>	MONTHLY FEE <i>(non hibernation accounts)</i>	PACKAGE SPEED/BURST (Mbps)	Internet Only Monthly Fee <i>Hibernation & Shared Speed</i>	MONTHLY FEE <i>(non hibernation accounts)</i>
5 - 10 Mbps	R 260	R 360	30 - 45 Mbps	R 890	R 990
10 - 20 Mbps	R 450	R 550	40 - 60 Mbps	R 1150	R1250
20 - 30 Mbps	R 760	R 860	50 - 75 Mbps	R 1680	R1780

<input type="checkbox"/> MULTIPLE SITES PER SITE R 150/m (SHARED SPEED)	<input type="checkbox"/> HIBERNATION FEE R 150/m (EXCL PRO-RATA USAGE)
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TELEPHONE/TRUEVOIP (VOICE OVER INTERNET PROTOCOL)

FREE CALLS BETWEEN TRUEVOIP NUMBERS!

VOIP MONTHLY FEE **R 70 VoIP monthly fee/phone** **R 130 VoIP + Recording monthly fee:** Incl. 60 days call recordings

PORTING/TRANSFER (once off) R 200 **PHONE NUMBER TO PORT** *To complete Porting Form*

VOIP PHONE OPTIONS *All prices are subject to change without notice and speed is not guaranteed

R1230 Desktop Phone: Yealink T31P* **R3000 Cordless/Dect: Yealink W73P Base + Handset***

R2600 Reception Desk Phone: Yealink T43U* **R1800 Additional W73P cordless handset ***

*All prices are subject to change without notice and speed is not guaranteed

OTHER SERVICES

R 50/m Static Public IP for Cameras/Gaming **R200/m VPN/EOIP Link per premise - per Mbps (1-5Mbps)**

R 60/m Mail Domain Hosting: incl. 10 mailboxes **R 200 Website Domain Registration/Transfer & Yearly fee**

Domain name: _____ .co.za

NEW EMAIL ADDRESS/ES: _____ @truewan.co.za *(only complete if required)*

1)	2)	3)	4)	5)
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FAX TO EMAIL: *(only complete if required)* Receive (Free) SEND & Receive **R10/m** E-Mail address to be linked:

FOR OFFICE USE Client Name: _____ Acc. Code: _____

INITIALS:

MEMORANDUM OF AGREEMENT

The Parties:

SERVICE PROVIDER

True Technologies CC: (2000/029695/23)

E-mail: sales@true.co.za

Physical Address: Shop 3, Fountains Estate, Blaaukrans Street,

Tel: 042 293 4168

Jeffreys Bay, 6330

Vat Number: 4220189015

Postal Address: PO Box 1770, Noorsekloof, 6331

and

THE CUSTOMER



Full Name: _____

E-mail (For Accounts): _____

ID Number/ Co Reg Number : _____

Phone Number: _____

Installation Address: _____

Cellular Number: _____

Fax Number: _____

Additional Installation address: *To supply proof of address for each address*

VAT Number: _____

Postal Address: _____

DEBIT ORDER MANDATE (only complete if paying by debit order)

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 month. An amount of R50.00 will be charged by the service provider to the customer for any unpaid debit orders.

The customer's bank details are as follows:

ACC NUMBER: _____



BANK: _____

ACC NAME : _____

BRANCH CODE AND 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:



On the 1st / 7th / 25th or last business day *(delete which is not applicable)* ("**payment day**") commencing on _____ (**MoA date**)

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.

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 & SURNAME: _____

SIGNATURE: _____



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)

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 OF TRUEWAN WIRELESS

A basic installation consists of the following 3 aspects:

- CPE (client premise equipment) is mounted outside - The CPE comes in various 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 UV Shielded outdoor cable also known as Ethernet or Network 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 is 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 our website for the various installation options.
- 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.

TRUEWAN WIRELESS INSTALLATION INCLUDES THE FOLLOWING:

- Travelling.
- Installation (up to 2hrs labour - additional labour charged accordingly).
- Activation charge.
- Up to 30m of CAT5 cable.
- CPE with POE (remains property of True Technologies).
- 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 to the install fee and will be charged separately:

- Installation of switches, wireless routers, repeaters, hotspots, VOIP setup
- Special installations (e.g. Non-penetrating roof mount, extension pole, wall jack, additional cabling beyond 30m etc.)
- Troubleshooting of computer problems is also not included. Normal labour rates will apply to assist with these issues.
- Custom installations are done on acceptance and payment of quotes for these installations.

OWNERSHIP OF EQUIPMENT

- The CPE, POE, Router supplied at installation remain the property of True Technologies and must be returned to us upon termination of service. **While this equipment is in service at your premises you are responsible for insuring it against theft or accidental damage (as covered under a standard short term insurance policy). If you do not have insurance you will be liable for payment of the repair or replacement if such damage occurs.** True Technologies will however support and maintain the equipment 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 which need to be upgraded will result in an upgrade cost for the customer.
- All other equipment installed is purchased from True Technologies and ownership transferred once fully paid. Although most of the 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 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 charged 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.

DEMARCATON 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.

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- 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 or sending an e-mail to support@truewan.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 telephonic technical 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.

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 etc - 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 porting request being declined:

- 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 request being declined.
- 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 porting 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 porting during 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 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.

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.

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.

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RICA: DOCUMENTATION REQUIRED BY LAW

To be included with the MoA Application form, or e-mail to debtors@true.co.za

Individuals

- **Certified copy of your Identity Document (ID) / Passport** where your name, photograph and identity number appears (stamped by a Commissioner of oaths).
- **Proof of address (of installation address** - such as a recent utility bill, a property purchase or rental agreement or affidavit). The PoA needs to include the Name, identity number, residential and postal or business address.

Juristic person (Companies, CCs, Trusts, etc):

- **Name of juristic person, Business address & registration number** (if registered).
- **CIPC Company registration document**
- **A resolution letter on the official business letterhead**, selecting a Representative. Please provide Name, identity number, residential and postal or business address of the Representative
- **Certified copy of identity document** (recent) of the said Representative, where name, photograph and identity number appear.

The latest version of the MoA as can be found on the True Technologies' Website, at www.true.co.za/services/terms, will contain the relevant set of terms and conditions.



CUSTOMER

Signature:

Name:

Witness Signature:

Name:

SERVICE PROVIDER

Signature:

Name:

Witness Signature:

Name:

Signed at _____ On this _____ Day of _____ 20 _____