



018 011 0411 **Tel**  
087 809 5491 **Fax**  
support@truenw.co.za **Email**  
[www.truecommunications.co.za](http://www.truecommunications.co.za) **Website**  
C/O Hendrik Potgieter & Van Riebeeck st,  
Ventersdorp **Address**  
PO Box 238, Ventersdorp, 2710 **Postal**

## Memorandum of Agreement

The parties:

### SERVICE PROVIDER

VANGIBUZZ (PTY) LTD (2013/104484/07) trading as:

#### True Communications

Physical Address: C/O VAN RIEBEECK & HENDRIK

POTGIETER STREET, VENTERSDORP, 2710

POSTAL: PO BOX 283, VENTERSDORP, 2710

EMAIL: [support@truenw.co.za](mailto:support@truenw.co.za)

Tel: 018 011 0411

Fax: 087 809 5491

VAT Number: 4710264526

AND

### THE CUSTOMER

CUSTOMER NAME: \_\_\_\_\_

COMP REG NUMBER: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

RESPONSIBLE PERSON: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TEL NUMBER: \_\_\_\_\_

CELLULAR NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

VAT REG NUMBER: \_\_\_\_\_

SERVICES SELECTED: \_\_\_\_\_

DATA PACKAGE SELECTED: \_\_\_\_\_

The parties agree as follows:

#### DURATION

Agreement commences upon signing of this by both parties, and will be binding on a month to month basis. Either party may cancel the agreement with written notice by email 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 1<sup>st</sup> day of each successive month. Payment must be made by customer on or before the 7<sup>th</sup> 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 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 7<sup>th</sup> 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 email 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 R 300.00 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 Ventersdorp. Both parties domicilium citandi et executandi address indicated on the front of the Agreement.

#### 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.

In the case of a customer being a tenant on a property being rented it is the responsibility of the customer to make arrangements regarding any permission required from the owner of the building in terms of the installation of the equipment which may for example require brackets to be fitted, holes to be drilled etcetera..

#### 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 the software and operation of the wireless devices. Maintenance of devices on a physical level has to be kept by the customer.

#### 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 for any unpaid debit orders. The customer's bank details are as follows:

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

Abbreviated name as registered with the bank: TRUE COMUN

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement").

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. 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.

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

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

We agree that although this Authority and Mandate may be cancelled by me / we, 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 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\_\_\_\_\_.

#### 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.

#### DEFINING A BASIC INSTALLATION

A basic installation consists of the following 3 aspects:

1. 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.

#### 2. 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.

#### 3. 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:

- 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 Communications 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 Communications 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 Communications 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 Communications, 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 effect the service we supply

#### DEMARCATON & FAULT FINDING

- True Communications provide ICT (Information and Communication Technology) services over its wireless network. The point of demarcation between the True Communications network and the customer network is the CPE. True Communications 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 Communications 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 018 011 0411, sending an e-mail to support@truenw.co.za or by logging it through the True Communications website at [www.truecommunications.co.za](http://www.truecommunications.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 Communications 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.

#### NUMBER PORTING

Any geographical number can be ported to another service provider. We can accommodate the transfer of an existing telephone or fax number to the True Communications network - this process is called number porting and refers to the transfer of a telephone / fax number between service providers. 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 Communications 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 Communications website, and will use the True Communications service in accordance with these policies.
- Have read and agree with the True Communications Privacy Policy that can be found on the True Communications Website.

True Communications 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.truecommunications.co.za](http://www.truecommunications.co.za).

#### TRUE COMMUNICATIONS E-MAIL POLICY

All e-mail services made available by True Communications are provided on an "as is" basis without representations, warranties or conditions of any kind, and the customer acknowledges and agrees that True Communications shall have no responsibility for, or liability in respect of, any aspect of the services, including without limitation for any lost or damaged data or any acts or omissions of True Communications. As storage space is limited, some messages may not be processed due to space constraints or message limitations.

E-mail is provided to individuals and for personal use only. Any unauthorised commercial use of the service, or resale of the service is expressly prohibited

##### Storage time

E-mails will be stored on the True Server for a maximum time of 90 days. Take note that it is your own responsibility to manage and back up past e-mails. True Communications has the right to change the storage period from time to time. Therefore, we greatly recommend users using POP as the way to connect with the e-mail system, rather than IMAP. Using IMAP will cause e-mails to be deleted from the user's personal system when they expire on the servers.

##### Prohibited Attachments:

In an effort to protect users against virus and spam attacks the sending or receiving of the following attachments are prohibited:

.exe  
.js  
.jse  
.rar  
.zip

Take note that it is not good practice to send documents in these formats. Further, although it has become common practice to send file attachments with e-mail messages, e-mail was never intended for this purpose. We recommend that large documents and documents containing sensitive information rather be sent and received via facilities like "drop box" or FTP.

##### Delivery

While True Communications works hard to deliver all legitimate mail to a user's inbox, it is possible that some legitimate messages may be marked as spam. True Communications does not accept "whitelisting" requests from bulk senders, and we cannot guarantee that all your messages will bypass our spam filters.

#### Spam and Bulk Mail

Do not use the truenw.co.za, truevb.co.za or nwisp.co.za (or any other domain hosted by True Communications – hereafter named True Domains) to distribute spam or unsolicited commercial mail. You are not allowed to use True domains to send unsolicited communication in terms of section 45 of the Electronic Communications and Transactions Act (Act 25 of 2002) (ECTA), as read with section 11 of the Consumer Protection Act (Act 68 of 2008) (CPA) or alternatively, as the case may be, Section 69 of the Protection of Personal Information Act (Act 4 of 2013) (POPIA)

You are not allowed to automate True domain interfaces, whether to send, delete, or filter e-mails, in a manner that misleads or deceives users.

Spam can be reported on various ways – find the relevant information at the following link: <http://ispa.org.za/spam/extracting-headers/>

Useful Tips when sending legitimate e-mails

When sending bulk e-mails rather use the BCC function when sending e-mails to multiple addresses. Send your e-mail in smaller portions so that there aren't many recipients in one e-mail.

E-mails containing multiple HTML links or signatures are easily seen as spam by most spam filters.

When sending e-mails, try to make sure your sender address and reply-to address match.

When sending images via e-mail, add text to your mail as well. Spam filters may consider e-mail's containing images only as spam.

The following links also contain further helpful information:

<https://sendgrid.com/blog/10-tips-to-keep-email-out-of-the-spam-folder/>  
<http://www.inc.com/geoffrey-james/how-to-avoid-a-spam-filter-5-rules.html>

Malware, Fraud, Phishing, and other Deceptive Practices

Don't use True Domains to transmit viruses, malware, worms, defects, Trojan horses, corrupted files, or any other items of a destructive or deceptive nature. In addition, don't distribute content that harms or interferes with the operation of networks, servers, or other infrastructure belonging to True Communications or others. You may not access another user's True account without their explicit permission. Do not use True Domains to trick, mislead, or deceive other users into sharing information under false pretences. Don't phish for user's data such as login information, passwords, financial details, or use True Domains as part of a scheme to defraud others.

#### Child Safety

True Communications has a zero-tolerance policy against child sexual abuse imagery. If we become aware of such content, we will report it to the relevant organisation as required by law. We may also terminate your account. The following link may also be useful in protecting minors:

<http://safestars.org/internet-safety/>

#### Harassment

Do not use True Domains to harass, intimidate or threaten others. Anyone found to be using True Domains for these purposes may have their account disabled.

#### Illegal Activity

Keep it legal. Do not use True Domains to promote, organize, or engage in unlawful activities.

#### GAMING POLICY:

##### Latency and jitter:

In Networking Latency refers to the time it takes for host A to send communication to host B and receive a reply back from B. Having a delay or latency of some sort is acceptable. Jitter refers to the variation in latency and is usually the real culprit. Have a constant latency of say 70ms could be considered fine – having this latency vary a lot (jitter) – say between 50ms and 150ms could cause network related issues.

Latency is primarily a result of distance. How far is the other host from me? National latencies between 15-90ms should be considered normal. Latencies to most International hosts of between 150-250ms can also be considered normal. Some hosts however do not peer at major centres and can have latencies of up to 350ms. Most high latency connections cannot be improved as it is a result of the distance the signal must transverse.

In a fixed line network jitter can be contained as long as there is no congestion. In an 802.11 based PtMP wireless Network (such as we use for client connections) jitter is a common occurrence. Under normal operating conditions this jitter should not be too excessive, but during times of high



018 011 0411 **Tel**  
 087 809 5491 **Fax**  
 support@truenw.co.za **Email**  
[www.truecommunications.co.za](http://www.truecommunications.co.za) **Website**  
 C/O Hendrik Potgieter & Van Riebeeck st,  
 Ventersdorp **Address**  
 PO Box 238, Ventersdorp, 2710 **Postal**

client usage spikes in latency should be considered common. Under normal conditions these latency spikes will not be noted, but using jitter sensitive applications like online gaming and VOIP could be affected by this. The results of this should be intermittent and short lived, and should not be considered a "fault". Continuous and sustained periods of high latency should not be normal and can be logged for investigation. If you use applications that are highly sensitive to high latency and jitter the following could help:

1. If possible, use the application after peak hours. Normally after 23:00 at night and before 06:00 in the mornings. If you are a gamer playing during these times should provide the best results.
2. If you need a highly stable service, we can consider providing you with a PtP (point to point) link which will avoid high latency to a large extent. Please inquire about the availability of this at your location and the prices should you wish to.
3. All connections on our network are throttled. If you use more bandwidth than allocated to your connection the overuse will translate in very high latency spikes. Please ensure that you do not overuse your own connection, as this will cause high latency.

**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 Communications' Website will always contain the relevant set of terms and conditions.
- Any aspect relating to the service provided or payment thereof that the customer wants to bring into dispute, has to be submitted to True Communications in writing via email, fax or registered mail. True Communications will acknowledge the receipt of such communication and will respond thereto based on its fair interpretation of the content of this Memorandum of Agreement as well as all relevant information as contained on the True Communications Website.

**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

For the:

Service Provider: **TRUE COMMUNICATIONS**

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

Witness \_\_\_\_\_

For the:

Customer \_\_\_\_\_

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

Witness \_\_\_\_\_