

## Terms and Conditions

### PHONERYT (PTY) LTD

#### 1. INTERPRETATION

- 1.1. "PHONERYT" – PHONERYT (Pty) Ltd registration number Company Reg. No. 2015/234693/07
- 1.2. PHONERYT – Is an umbrella brand for PHONERYT (PTY) LTD's voice and data products
- 1.3. "Services" – the Voice and Data Services which are selected and agreed upon on the face hereof and on the attached Product Addendum/s and any ancillary services related thereto.
- 1.4. "Customer" – the Company, Close Corporation, Firm, Partnership or Persons (agents) contracting to receive the Services from PHONERYT in terms of this Agreement.
- 1.5. "Agreement" – these terms and conditions as read together with the schedule on the face hereof and the applicable attached Product Addendum/s.
- 1.6. "Connection Date" – the date on which PHONERYT (PTY) LTD accepts the contract commences.
- 1.7. "Duration of the Contract" – the number of months the Service specified upon on the face hereof and or the applicable attached Product Addendum/s is contracted for.
- 1.8. "Network Operator" – refers any and all carriers and other data and voice carriers with whom PHONERYT (PTY) LTD interconnects.
- 1.9. "Product Addendum/s" – each service offered by PHONERYT (PTY) LTD has its own standard terms and conditions stipulating contract duration and package information. The customer Agreement is not deemed complete without the relevant product addendum/s attached and signed by Customer. The Customer Agreement and the relevant product addendum/s are deemed as one legally binding.

#### 2. APPOINTMENT AND TERM

- 2.1. With effect from the date of acceptance hereof by PHONERYT (PTY) LTD Customer identified on the face hereof and on the Product Addendum/s or any other document as agreed in writing between the parties appoints PHONERYT (PTY) LTD to provide to and/or on behalf of Customer in accordance with the provisions hereof.
- 2.2. This agreement will go into effect from the date of installation and/or the date of service activation, signed and ordered from PHONERYT (PTY) LTD. The customer agrees to be bound by the provisions contained in the notice, directive, or applicable tariff plan issued or derived by PHONERYT (PTY) LTD and/or the service provider from time to time.
- 2.3. Customer acknowledges that this document or such other document as agreed in writing between the parties constitutes an offer by the Customer, which may be accepted or refused by PHONERYT (PTY) LTD in its sole discretion. The offer will be considered once received by PHONERYT (PTY) LTD. Connection of Customer's Services shall be deemed to constitute acceptance of the offer by PHONERYT (PTY) LTD and commencement of this Agreement. This Agreement shall become binding between PHONERYT (PTY) LTD and Customer whether or not Customer was notified of the acceptance of the offer.
- 2.4. This Agreement shall continue and renew for a further successive period of 1 (one) month after the Initial Term, at the then prevailing monthly subscription fee of PHONERYT (PTY) LTD, unless either party serves written notice of termination on the other not less than 1 (one) calendar month prior to the end of the Initial Term.
- 2.5. Termination of the agreement does not relieve Customer from the liability to pay charges for all calls and data usage used by the customer up until the service is disconnected by PHONERYT (PTY) LTD.

#### 3. TERMINATION OF AGREEMENT

- 3.1. Either party may terminate the Service, partial or full cancellation. If Customer cancels service prior to the expiration of the contract term, Customer will be responsible for payment of the remaining monthly service fees

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established in the contract terms. Termination of the agreement does not relieve Customer of its obligation to pay unpaid or accrued charges due. All PHONERYT-owned equipment must be returned in working condition at Customer expense. If PHONERYT-owned equipment is not returned or is returned broken, Customer is obligated to pay the invoiced replacement value of the equipment.

3.2. Termination of the agreement does not relieve the customer from the liability to pay charges for all calls and other usage used by Customer up until the service is disconnected by PHONERYT (PTY) LTD.

3.3. PHONERYT (PTY) LTD shall be entitled in its sole discretion to suspend, cancel, vary, or terminate this agreement or any part thereof, without PHONERYT (PTY) LTD incurring any liability whatsoever in the event of non-availability of the service or if any agreement giving PHONERYT (PTY) LTD access to anything relating to the service, being suspended, cancelled, varied or terminated.

3.4. Termination of the contract by Customer before the specified date of termination for breach of contract will result in the customer being liable for the full payment of the remaining subscription fee(s) for the applicable term signed upon in the terms of this Agreement and the terms stipulated and signed upon in the Product Addendum/s. (Refer to clause 2.4.) Customer is responsible for and agrees to pay the full amount of the final month's monthly recurring charges. Upon termination of an PHONERYT service, Customer will be issued a pro-rated refund equal to the remaining amount of the current month's recurring charges. Customer will also be charged a final instance of the monthly recurring charges for the cancelled services.

#### 4. THE PHONERYT (PTY) LTD SERVICES

4.1. The Services are to include the routing of voice traffic over the PHONERYT (PTY) LTD network.

4.2. Voice constitutes all local, national, international and mobile voice or data calls routed through the PHONERYT (PTY) LTD communications network.

4.3. Customer shall allow PHONERYT (PTY) LTD access to the customer's premises, with prior notification to the customer, at all reasonable times in order to install, maintain, monitor, inspect, replace or remove the Services, if applicable.

4.4. PHONERYT (PTY) LTD endeavours that the Services rendered will be provided and maintained during the contract period.

4.5. Because of the need to conduct repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time without notice by PHONERYT (PTY) LTD; and PHONERYT (PTY) LTD 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 Customer and/or any third party arising from such suspension.

4.6. Customer shall have no claim of whatsoever nature and howsoever rising against PHONERYT (PTY) LTD 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 operator or PHONERYT (PTY) LTD be temporarily unavailable.

4.7. Customer shall not be entitled to any credits or to set off or to deduct any monies in respect of 'dropped' or discontinued calls and/or connections or temporarily unavailable services including facsimile and other services. PHONERYT (PTY) LTD does not make any representations nor, give any warranty or guarantee of any nature whatsoever in respect of the Services.

4.8. PHONERYT (PTY) LTD 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.

4.9. PHONERYT (PTY) LTD shall be entitled in its sole discretion to alter the telephone number or any other code or number, which has been allocated to the customer for Customer equipment.

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4.10. PHONERYT (PTY) LTD shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without PHONERYT (PTY) LTD incurring any liability whatsoever in the event of non-availability of the Services or if any agreement giving PHONERYT (PTY) LTD access to anything relating to the Services, is suspended, cancelled, varied or terminated.

4.11. PHONERYT (PTY) LTD at its discretion will credit vet prospective customers.

4.12. The Customer agrees that if for any reason any of the agreements between the network operators and PHONERYT (PTY) LTD are terminated so as to have the effect of PHONERYT (PTY) LTD not being entitled to render the Services, all of the rights and obligations of PHONERYT (PTY) LTD in terms of this Agreement may be assigned to any third party service provider as may be approved of in writing by the relevant network operator, which approval will not be unreasonably withheld or delayed forthwith upon the termination for whatever reason.

4.13. Any migration from one package to another will be subject to the discretion of PHONERYT (PTY) LTD and any migration charges where applicable will be as per the applicable PHONERYT (PTY) LTD tariff plan.

4.14. Abuse Policy - Customer may use Services only for lawful purposes and Services may not be used in violation of any operating rule, policy, or guideline set by PHONERYT (PTY) LTD. PHONERYT (PTY) LTD will cooperate with law enforcement if criminal activity is suspected. PHONERYT (PTY) LTD may immediately suspend or terminate Services if such Services are used by Customer or any of its end users in a manner that (i) restricts or inhibits any person, whether a user of PHONERYT (PTY) LTD or otherwise, in its use or enjoyment of PHONERYT (PTY) LTD Services or any other systems, services or products, or (ii) if PHONERYT (PTY) LTD believes Services are being used in an unlawful manner.

Customer (and Customer's agents) must obey PHONERYT (PTY) LTD's terms and conditions on all services provided, including but not limited to:

(a) Unlimited Plans.

Service being abused by the customer will be terminated and charged as per the rates agreed upon.

Unlimited calling plans are only meant to be used by single shift agents with no more than 3 hours per day of talk time, 5 days a week.

No predictive, broadcast or automated dialers are allowed.

Forwarding to USA toll-free numbers or any other number will incur regular termination rates.

Any incoming calls not terminating to VoIP will incur additional rates.

(b) Call Recording.

Only Fair Usage is allowed.

Fair Usage is defined as "normal" office use. Normal usage will not exceed 3,000 minutes per month per phone line, extension or SIP Trunk.

Any service use exceeding the fair usage maximum will incur additional charges.

Any overage charges incurred will be charged at the end of the billing cycle.

PHONERYT (PTY) LTD reserves the right to suspend and/or terminate services at any time if abuse is detected.

## 5. CHARGES AND DISPUTES

5.1. Customer shall pay to PHONERYT (PTY) LTD:

5.1.1. Upon commencement hereof, the initial connection charge and all other introductory or

5.1.2. Commencement charges stipulated on the attached product addendum(s) and

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5.1.3. Monthly in arrears or as and when billing is passed on by the network operator, the total call charges used and/or generated by the customer during each billing period and any other charges payable in respect of the Services requested by Customer or other charges levied by PHONERYT (PTY) LTD from time to time: and

5.1.4. Value added tax at the applicable rate on all VATable charges and services. All charges, unless otherwise stated, exclude value added tax.

5.1.5. All equipment, phones, gateways, router and licenses etc. are payable in full on order, before delivery will take place.

5.2. The charges payable by Customer to PHONERYT (PTY) LTD for the provision or facilitation of the Services shall be stipulated in any notice, directive, promotion, or applicable tariff plan issued or derived by PHONERYT (PTY) LTD from time to time and the contents of such notice, directive, promotion, or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out herein.

5.3. Customer agrees that PHONERYT (PTY) LTD 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 Customer to PHONERYT (PTY) LTD for the Services. PHONERYT (PTY) LTD shall endeavour to give Customer prior notice of any such increase or variation but gives no undertaking in this regard.

5.4. PHONERYT (PTY) LTD's Tax Invoice/Statement document of charges, shall be prima facie proof of the amounts owed by Customer to PHONERYT (PTY) LTD in terms hereof and of the other facts stated therein and should Customer dispute the number, duration or amount charged in respect of any call made or services rendered by PHONERYT (PTY) LTD, then Customer shall bear the onus of proving that PHONERYT (PTY) LTD's Tax Invoice / Statement is incorrect in such respect.

5.5. If Customer wishes to dispute any invoice or part of an invoice falling due in accordance with Clause 5.4, Customer shall, before the invoice is due, obtain a dispute form from PHONERYT (PTY) LTD's billing department, complete and deliver the notice in writing to PHONERYT (PTY) LTD setting out the nature of its dispute, including:

(i) date and numbers of the disputed invoice (ii) amount in dispute (iii) reason for dispute; and (iv) supporting documents or Call Detail Record (CDRs), as appropriate and clearly marked. Any undisputed part of a disputed invoice shall be paid by the customer before the due date. (Clause 5.4)

Checking the monthly Tax Invoice is Customer's responsibility and PHONERYT (PTY) LTD will accept the Tax Invoice as correct if no dispute is submitted before the due date on the invoice.

No credits will be issued for disputes submitted after the due date and credits will be passed for any disputes submitted for previous billing periods. No credits will be passed for disputes older than 30 days.

5.6. The Parties shall use reasonable endeavours to resolve such payment disputes as soon as is reasonably practicable.

5.7. Tax Invoice/Statements for monthly billing customers are sent via email during the course of each month and weekly billing customers will receive the Tax Invoice/Statement every Monday.

5.8. PHONERYT (PTY) LTD will charge a reconnection fee if any of the Services are suspended for non-payment and the account will be reviewed before reconnection, that can lead to a request from PHONERYT (PTY) LTD for a security deposit or an additional deposit payment, that will be used to secure the "last payment" on the account, after cancellation or termination of services.

The balance of the deposit Customer paid to PHONERYT (PTY) LTD, will only be refunded after all payable charges are deducted. Monthly subscriptions will continue charging while the account is suspended.

5.9. PHONERYT (PTY) LTD will require a request in writing, with banking details and contact numbers for an additional name in the finance department, who can confirm banking details for all deposit refunds from Customer accompanied by a cancelled cheque or a bank letter confirming Customer's banking details. PHONERYT (PTY) LTD has strict protocols in place regarding deposit refunds to Customers to avoid payments made into wrong bank accounts.

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## 6. PAYMENT

6.1. Should Customer send any monies or cheques by means of the postal services, then the postal authority shall be deemed to be the agent of Customer and Customer shall bear all risk of loss, theft, and delay in and to any such monies or cheques sent by post and without derogating from what is stated herein, Customer shall draw all cheques payable to PHONERYT (PTY) LTD and marked "not transferable".

6.2. Customer agrees that payment shall only have been made to PHONERYT (PTY) LTD when the monies remitted by Customer have been received into PHONERYT (PTY) LTD's bank account.

6.3. Should payment be returned unpaid or stopped or should any charge card account or credit card account of the customer be rejected for whatsoever reason or should PHONERYT (PTY) LTD exercise its right to suspend the provision of the services due to late or non-payment of any monies due in terms hereof by Customer, then Customer shall pay an administration charge as may be levied by PHONERYT (PTY) LTD 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 PHONERYT (PTY) LTD.

6.4. Payment shall be made by Customer, within the agreed terms, which is within seven days from the invoice date, or unless otherwise agreed in writing.

6.5. Non receipt of invoices and or a dispute by Customer will not be considered as a valid basis for late or non-payment. (Please refer to Clause 4.8 for account disputes.)

6.6. All rates and charges are billed in RAND.

6.7. If Services are suspended for late payment or for non-payment before the due date, then PHONERYT (PTY) LTD reserves the right to charge and Customer agrees to pay a reconnection fee.

6.8. Customer will be fully responsible for all open receivables collection commission, legal fees and late payment fees as well as the remaining subscriptions due to PHONERYT (PTY) LTD based on Agreement and/or Services addendums.

## 7. EQUIPMENT – Leased and Loaned

7.1. At all times remain the property of PHONERYT (PTY) LTD.

7.2. Customer acknowledges that the equipment was received in working order.

7.3. Customer agrees to return any and all equipment in working order within 7 days after termination of the rental or service agreement.

7.4. If the equipment is not returned within the stated period, Customer agrees to pay PHONERYT (PTY) LTD the full fair market value of the equipment.

7.5. Customer shall be liable to PHONERYT (PTY) LTD for the cost of repair or replacement of equipment that is lost, stolen or damaged as a result of Customer's negligence.

## 8. LIMITATION OF LIABILITY

8.1. Customer hereby indemnifies PHONERYT (PTY) LTD and holds PHONERYT (PTY) LTD harmless against any claim by any third party arising directly or indirectly out of Customer'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. PHONERYT (PTY) LTD 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 PHONERYT (PTY) LTD, occurring in the course of furnishing Services shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to PHONERYT (PTY) LTD for Services, during the period of time in which

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such mistakes, omissions, interruptions, delays, errors or defects in the Services, its transmission or failure or defect in facilities furnished by PHONERYT (PTY) LTD occurred, unless the Commission orders otherwise.

8.3. Customer must pay PHONERYT (PTY) LTD for the replacement or repair of damage to PHONERYT (PTY) LTD's equipment or facilities caused by the negligence or wilful act of Customer or users improper use of Services, or any use of equipment or service provided by others.

8.4. Customer must insure PHONERYT (PTY) LTD's equipment or facilities installed at Customer's premises for the theft or mishandling of equipment, or Customer shall be liable for the replacement equipment.

8.5. The equipment installed at Customer's premises remains the property of PHONERYT (PTY) LTD's unless Customer has purchased the equipment.

8.6. Customer is liable for all calls made once the solution has been installed and activated.

## 9. BREACH OF CONTRACT

9.1. If Customer commits, suffers or permits a breach of any term of this Agreement or if Customer fails to pay any amount under this Agreement on or before the due date, then PHONERYT (PTY) LTD shall be entitled without prejudice to any of its other rights arising out of this Agreement forthwith and without any liability towards Customer to suspend its provision of Services to Customer in whole or in part and/or disconnect Customer from the network and/or to render the equipment inoperable by whatever means.

9.2. Termination of the contract by Customer before the specified date of termination for breach of contract will result in Customer being liable for the full payment of the remaining subscription fee for the applicable term signed upon in the terms of this Agreement and the terms stipulated and signed upon in the Product Addendum/s.

9.3. In the event of a breach by Customer, should Customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from PHONERYT (PTY) LTD, or should Customer repeatedly breach this Agreement in such manner that Customer's conduct is inconsistent with the intention or ability of Customer to carry out the terms of the Agreement, or if Customer is sequestrated or placed under liquidation or enters into judicial management or any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, PHONERYT (PTY) LTD shall be entitled without prejudice to its rights in law or in terms of this Agreement to take possession of the goods and is hereby irrevocably authorised to enter upon Customer's premises to take delivery of such goods without Court order.

## 10. CONSENT TO PROCESS PERSONAL DATA

10.1 By voluntarily entering into this Agreement, Customer gives consent to PHONERYT (PTY) LTD to process Personal Information provided to PHONERYT (PTY) LTD which is necessary for the performance of this Agreement.

10.1.1 "Personal Information" means all information which may be considered to be personal in nature or information about an identifiable natural and / or existing juristic person (where applicable) in terms of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), the Consumer Protection Act 8 f 2008 ("CPA") and the Protection of Personal Information Act 4 of 2013 ("POPIA").

10.2 The Parties both agree and undertake that they will at all times ensure that any

information obtained from the other Party pursuant to this Agreement will be protected and will not be misused, which Include:

10.2.1 Confidential Information, and / or

10.2.2 Personal Information, and/ or

10.2.3 Special Personal Information as defined under POPIA.

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## 11. DOMICILIUM AND NOTICES.

11.1. Customer and PHONERYT (PTY) LTD hereby choose domicilium citandi et executandi for all purposes of and in connection with this Agreement at the physical address and telefax as set forth on the face hereof. PHONERYT (PTY) LTD shall be entitled to give any notice in terms of this Agreement by telefax as well as by email.

## 12. GENERAL

12.1. This Agreement in conjunction with the signed Product Addendum/s 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 or implied term, promise or the like not recorded herein and in the Product Addendum/s or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement and the attached Product Addendum/s shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that PHONERYT (PTY) LTD may grant to Customer shall constitute a waiver of any of PHONERYT (PTY) LTD's rights. In this Agreement the singular shall include the plural.

12.2. This Agreement and the signed Product Addendum/s shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection with this Agreement and the signed Product Addendum/s shall be determined in accordance with such laws.

12.3. Should any provision of this Agreement and the signed Product Addendum/s be rendered unlawful then that unlawful provision only shall be invalid, without affecting or invalidating any of the remaining provisions of this Agreement and the signed Product Addendum/s, which shall continue to be in full force and effect.

12.4. PHONERYT (PTY) LTD 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. Customer shall not be entitled to cede or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of PHONERYT (PTY) LTD.

12.5. Customer warrants the accuracy of all information furnished by or on behalf of Customer in terms of or pursuant to this Agreement and the signed Product Addendum/s. Customer shall forthwith notify PHONERYT (PTY) LTD in writing of any changes from time to time in the information set out in the schedule on the face hereof and on the signed Product Addendum/s.

12.6. The parties hereby consent to the jurisdiction of any Magistrates Court which may exercise jurisdiction over any of the parties in terms of Section 28 of the Magistrates Courts' Act 32 of 1944 in respect of any dispute arising from or concerning this Agreement, provided that should the Service Provider elect to proceed in the Supreme Court it shall be entitled to do so in the Witwatersrand Local Division, to which jurisdiction Customer hereby submits.

12.7. Customer undertakes to abide by PHONERYT (PTY) LTD's acceptable use policy.

12.8. PHONERYT (PTY) LTD undertakes to treat all Customers' information as confidential.

12.9. Customer shall not be entitled to migrate to a lower tariff plan as offered by the Network Operators during the stipulated contract stated on the face hereof and or on the Product Addendum/as unless recommended by PHONERYT (PTY) LTD.

12.10. PHONERYT (PTY) LTD reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on Customer from the time that the amended or varied terms are published by PHONERYT (PTY) LTD on our website. A notification will be sent out to Customer if changed.

12.11. Customer undertakes to notify PHONERYT (PTY) LTD within seven (7) days of any change of address or change in member, director, shareholder, address or the information as set out on the Company details section on our Customer Service Agreement document.

12.12. Customer undertakes to inform PHONERYT (PTY) LTD in writing at least thirty (30) days prior to the intended selling or alienating of the whole of or any part of Customer's business and failure to do so will constitute a breach of this Agreement entitling PHONERYT (PTY) LTD to cancel the Agreement without further notice to Customer.

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Customer also undertakes to notify PHONERYT (PTY) LTD in advance about liquidations and or sequestrations and provide the details of the appointed curator.

### 13. FORCE MAJEURE

13.1. If PHONERYT (PTY) LTD is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement and the signed Product Addendum/s due to any reason or cause beyond the control of PHONERYT (PTY) LTD or by reason of force majeure, PHONERYT (PTY) LTD shall be relieved of its obligations in terms of this Agreement and the relevant signed Product Addendum/s during such period.

### 14. CREDIT FACILITIES

14.1. PHONERYT (PTY) LTD's decision to grant credit facilities to Customer and the nature and extent thereof is at the sole discretion of PHONERYT (PTY) LTD.

14.2. PHONERYT (PTY) LTD reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.

14.3. If credit/account facilities are granted, it will be on the basis of and subject to the terms, information and conditions set out on this Agreement or on an application form.

14.4. Whether or not the information made available by Customer in this document is true and correct, it shall nevertheless be deemed to be true and correct.

14.5. In the event of any information made available in this document proving to be inaccurate or incorrect, no further facilities will be allowed and PHONERYT (PTY) LTD will forthwith and without further reference to Customer be entitled to institute recovery proceedings for any and all sums then owing by the customer to PHONERYT (PTY) LTD.

14.6. PHONERYT (PTY) LTD may perform a credit search on Customer's records with one or more registered Credit Bureau when assessing Customer's application form.

14.7. PHONERYT (PTY) LTD reserves the right to monitor Customer's payment behaviour by researching his/her record at one or more of the registered Credit Bureau.

14.8. PHONERYT (PTY) LTD reserves the right to use new information and data obtained from other Credit Bureau in respect of Customer's future applications.

14.9. PHONERYT (PTY) LTD reserves the right to record the existence of Customer's account with Credit Bureau.

14.10. PHONERYT (PTY) LTD reserves the right to record and transmit details of how Customer has performed, and how the account is conducted by Customer in meeting his/her obligations on the account.

14.11. PHONERYT (PTY) LTD undertakes to give Customer twenty-eight (28) days written notice prior to the forwarding of the details to the Credit Bureau.

### 15. DEED OF SURETYSHIP

15.1. I, by my signature hereto do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with Customer in favour of PHONERYT (PTY) LTD for the due performance of any obligation of Customer and for the payment to PHONERYT (PTY) LTD by Customer of any amounts which may at any time become owing to PHONERYT (PTY) LTD by Customer from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against Customer. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled, in writing, by PHONERYT (PTY) LTD and then only, provided that all sums then owing by the applicant (whether due or not) to PHONERYT (PTY) LTD have been paid in full.

15.2. I, furthermore, record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee which is brought into existence by

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each signatory hereto. If for any reason this suretyship/guarantee is not binding (for whatever reason) on any one signatory, then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

I, ..... ID No.....

In my capacity as ..... On behalf of.....

..... hereby agree and accept the terms and conditions of this agreement.

\_\_\_\_\_  
AUTHORISED SIGNATURE

\_\_\_\_\_  
DATE