



SIMcontrol Service Agreement

We support the Plain English Campaign (www.plainenglish.co.uk)

Please complete electronically – no need to print

Step 1 of 3

Company / Customer Name: _____

Physical Address: _____

Represented by (Name): _____ who is authorised to enter into this agreement.

Contact Tel No: _____ E-mail: _____

Date: ____ / ____ / 20____

Flickswitch agrees to provide the SIMcontrol service to the customer subject to the following conditions:–

Monitoring: Flickswitch will monitor SIM cards on behalf of the customer. Monitoring is only available on the Vodacom GSM network. Some ad-hoc recharge services are available on other networks.

Recharging: Flickswitch will recharge SIM cards as per the customer defined recharge rules. Flickswitch will use the recharge rules defined by the customer when determining whether to recharge a SIM. All recharges will be billed against the client's pre-funded purse.

Reporting: Flickswitch will attempt to alert the customer of any failed recharge, recharge not completed because of a business rule failing or when the customer's purse is depleted. It is the customer's responsibility to keep its pre-funded purse in positive balance. Purse balance and other transactions may be monitored at any time by the client using the Flickswitch online portal. Flickswitch can provide the customer with an invoice, statement and usage report detailing all recharges that have taken place on request. Usage reports can also be downloaded from the SIMcontrol website.

Fees: A monthly management will be charged to the customer. The management fee does not include any allocation of airtime or data to a SIM. The management fee will be deducted from the customer's account purse on the 1st day of each calendar month and will cover the management fees for that month or part thereof in advance. A once-off system activation fee will be charged per new SIM added to the system. This fee will be deducted from the customer's purse. Flickswitch will give customers at least 14 (fourteen) business days notice regarding any service fee changes.

Airtime & Recharging: Recharges of airtime, data or SMS bundles are charged at standard network rates which can be supplied upon request and are subject to adjustment by the network from time to time and without prior notification. Recharges to networks outside of South Africa may incur a surcharge.

SIM Supplies: Flickswitch may supply the customer with SIM cards if requested. SIMs may be pre-activated by Flickswitch and settings changed as requested by the client. Payment for SIMs supplied will be collected from funds in the customer's purse. Our special SIM rates apply only to SIMs loaded onto the SIMcontrol service. It is the client's and not Flickswitch's responsibility to ensure SIM settings are correct and tested at time of use.

RICA: It is the customer's responsibility to ensure SIMs are RICA registered to comply with current legislation. As a RICA agent, Flickswitch can on request assist customers with RICA registration of SIMs in the customer's name.

Support: Flickswitch will provide the customer with reasonable support via e-mail or Flickswitch’s customer care options during normal business hours. Details of these can be found on www.flickswitch.co.za.

Notice & Termination: Networks may from time to time change their conditions of service or airtime, bundle and SMS charges without notice. These changes and price changes will be carried over to our customers within a reasonable timeframe. ***Flickswitch will suspend the monitoring & recharge service immediately should there not be adequate funds in a customer’s purse to cover the monthly management fee or recharges for all SIMs being monitored.*** Flickswitch will not activate service to only a selected group of SIMs. Flickswitch may terminate this agreement immediately should there not be adequate funds in the purse of the customer within **5** (five) business days after the forced suspension of the service. Flickswitch may give **14** (fourteen) calendar days written notice to the customer with regards to terminating this agreement for any other reason. The customer may give Flickswitch **14** (fourteen) calendar days written notice to cancel their monitoring and recharge service. Remaining purse credit will be refunded to the client upon request within 14 days of service cancellation.

Loss & Liability: Flickswitch, its service providers or employees do not represent or warrant that the services rendered by it will always be available, accessible, uninterrupted, timely, accurate, complete and error free nor does it warrant any connection to or transmission from the internet and the customer agrees that Flickswitch, its service providers or employees cannot be held liable for any loss or damage suffered as a result thereof. Flickswitch will where practically possible endeavour to give advance notice to the customer with regards to any planned interruptions to the service.

Data Collection: In terms of the Electronic Communications and Transactions Act, No. 25 of 2002, Flickswitch is a Data Controller in that it electronically collects, collates, processes and stores personal information for the purposes of research, demographics, customer care, provision, development and personalisation of the services or any other services or products offered/to be offered in future. There are always risk associated with providing personal information, whether in person, by phone, over the internet or any other media or terminal, and no system of technology is completely safe, “tamper” or “hack-proof”. Flickswitch has endeavoured to take appropriate measures to prevent and minimize risks of unauthorised access to, improper use and the inaccuracy of the customer’s personal information but does not guarantee that it is absolutely secure. Flickswitch will not disclose the customer’s personal information to a person who is not in its employ without the customer’s permission, unless compelled by law/in terms of a court order to do so, or in public interest or necessary to protect the rights and ensure the integrity and operation of its business and systems. Flickswitch will on its own initiative, or at the customer’s request, rectify or erase any incomplete, inaccurate or outdated personal information retained. The customer hereby irrevocably indemnifies Flickswitch against any loss, liability, expense, penalty or damage suffered by it in any form or manner arising from or in relation to any unauthorised access to, improper use of and accuracy of its personal information. The customer agrees that Flickswitch will be entitled to provide non-personal information and statistical data collected by it to third parties. When the customer completes the registration process and/or sends emails to Flickswitch, it consents to receiving communications, including marketing material, from Flickswitch electronically and agree that all agreements, notices, disclosures and other communications sent to it via email satisfy any legal requirement including, but not limited to, a requirement that such a communications should be “in writing”.

Electronic Communications and Transactions Act Information:

Name:	FLICKSWITCH (PTY) LTD
Registration Number:	2005/041969/07
Directors:	K Snijders, H Koen
Physical address:	Flickswitch Office, 15 Eastwood rd, Dunkeld, Johannesburg
Postal Address:	PO Box 1499, Parklands, 2121
Email address:	info@flickswitch.co.za
Telephone number:	+27 (0)87 943 7222
Membership of regulatory bodies:	None

General: Flickswitch only renders the services as set out above; does not provide telecommunication or data services, is not agent or representative of cellular networks and has no control over cellular network connectivity and functionality. Flickswitch does not give any warranty or make any representation , express or implied, including but not limited to the quality, availability, network stability, fee structures or fitness for purpose of the telecommunication and data services provided by the cellular networks or third parties used. The Customer agrees that Flickswitch will not be liable for any loss or damages of any nature as a result of the customer’s use or inability

to use a cellular network's services. All prices in this service agreement are inclusive of VAT. This agreement is governed by the laws of the Republic of South Africa. Specific Flickswitch and GSM network service terms and conditions may be amended from time to time, and without specific notice. The latest SIMcontrol terms and conditions can be viewed at www.simcontrol.co.za and it reserves the right to change or amend it at any time without prior notice. Should you be unsure of any of these conditions of service, please contact Flickswitch.

By signing this agreement, the customer representative warrants that they have the required authority to enter into this agreement.

I understand and agree to the terms and conditions of service.

(tick here)

BILLING DETAILS (If a company is invoiced)

Company Registration No: _____ VAT No: _____

Postal Address: _____

Contact Person Name (Operations): _____

Mobile Number : _____ E-mail address: _____

Contact Person Name (Financial) As Above or _____

Mobile Number : _____ E-mail address: _____

Step 2 of 3

SIMcontrol Service Setup

Please complete this to set up your SIMcontrol service.

Persons to receive SIMcontrol login details:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CREATE YOUR FIRST RECHARGE RULE

(You can add additional recharge rules at any time on the SIMcontrol website)

SIMcontrol can monitor and recharge airtime, data bundles, SMS bundles or a combination of these.

Call the rule _____ (Example: "Car Tracking 2" or "100Mb Data" or "John iPad")

Airtime Monitoring

YES NO

- Airtime minimum recharge level (per SIM) R _____ (We recharge the SIM when it drops below this balance – R5 min)
(PS: Ensure that this covers at least one day's use)
- Airtime recharge amount to be loaded (per SIM) R _____ (This is the amount that we recharge it with)
- Maximum number of airtime recharges per month (per SIM) _____ (Up to how many times per month we must recharge it)

SMS Bundle Monitoring

YES NO

- Minimum SMS recharge level (per SIM) _____ (We recharge the SIM when it drops below this SMS balance)
(PS: Ensure that this covers at least one day's use)
- SMS bundle size to be loaded (per SIM) _____ (See available SMS bundles [here](#))
- Max number recharges per month (per SIM) _____ (Up to how many times per month we must recharge it)

Data Bundle Monitoring

YES NO

- Minimum data recharge level (per SIM) _____ Mb (We recharge the SIM when it drops below this balance)
(PS: Ensure that this covers at least one day's use)
- Data bundle size to be loaded (per SIM) _____ (See available data bundles below)
- Maximum number of data recharges per month (per SIM) _____ (Up to how many times per month we must recharge it)

DATA BUNDLE OPTIONS

Prepaid & Top Up Data Option	Data Included (per Month)	Subscription (incl VAT)	In-bundle rate (per MB)
MY MEG 10	10 MB	R 9.00	R 0.90
MY MEG 30	30 MB	R 25.00	R 0.83
MY MEG 100	100 MB	R 49.00	R 0.49
MT MEG 250	250 MB	R 99.00	R 0.40
MY MEG 500	500 MB	R 159.00	R 0.32
MY MEG 750	750 MB	R 220.00	R 0.29
MY GIG 1	1024 MB	R 279.00	R 0.27
MY GIG 1.5	1536 MB	R 319.00	R 0.21
MY GIG 2	2048 MB	R 369.00	R 0.18
MY GIG 2.5	2560 MB	R 429.00	R 0.17

ADDING OR REMOVING SIM CARDS ON THE SIMcontrol SERVICE

To add or remove SIM cards on the SIMcontrol service, please e-mail their numbers to mon@flickswitch.co.za . You can also add SIMs online, at www.simcontrol.co.za/sims

Did you know... We also supply SIM cards and Micro SIMs, and take care of RICA registration and activation on your behalf. For SIM orders please e-mail sales@flickswitch.co.za

HARDWARE

Do you need 3G modems, dongles, Wifi or MiFi routers? See our range of 3G hardware options [here](#), or enquire if you have specific needs.

PURSE TOP-UP

The final step is to top up your pre-funded purse. Activation, monthly service fees and SIM recharges are processed from your purse. Recharges will start as soon as your SIMs are added to the SIMcontrol service and your purse is topped up.

You can deposit purse funds into any one of our bank accounts. For fastest allocation, please send the confirmation to accounts@flickswitch.co.za with your account name as reference.

TIP: A sensible purse balance is an amount that will cover activations, service fees and recharges for at least a month or two. Unused purse credit can be refunded on request.

ABSA

Account holder: Flickswitch (Pty) Ltd
Account number: 4066300484
Account type: Current
Branch name: Hyde Park
Branch code: 632005

First National Bank

Account holder: Flickswitch (Pty) Ltd
Account number: 62145619815
Account type: Current
Branch name: Craighall
Branch code: 255805

Standard Bank

Account holder: Flickswitch (Pty) Ltd
Account number: 012497029
Account type: Current
Branch name: Hyde Park
Branch code: 006505

Submit Form

Outlook Users: Click **“Submit Form”** button (top right)

Non-Outlook Users: Click **“File” - “Save As”** and attach to e-mail – send to sales@flickswitch.co.za