

Service Agreement Between

**Flickswitch (Pty) Ltd**

***Reg. No. 2005/041969/07***

And

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*("The customer")*

***Reg. No.*** \_\_\_\_\_

For The

***SIMcontrol Service***

Subject to the clauses in this agreement, *Flickswitch* agrees to provide the *SIMcontrol* service to the customer with the following conditions –

#### *Monitoring*

- Monitor a list of MSISDNs supplied by the customer on a regular interval of 24-hours (twenty four) until such time that both parties agree to change the interval frequency.

#### *Recharging*

- Recharge any MSISDN that has an airtime account balance below a certain threshold value that is predetermined by the customer
- Abide by any and all business rules defined by the customer when determining whether to recharge the airtime account of the specific MSISDN or not.
- The airtime account of a monitored MSISDN will be recharged using funds available in the purse associated with the customer's account.

#### *Reporting*

- Alert the customer immediately by e-mail of any failed recharge, recharge not completed because of a business rule failing or when the customer's purse is depleted.
- Provide the customer with a monthly invoice, statement and usage report detailing all recharges that have taken place.

#### *Costs & Fees*

- A monthly management fee of R7 (seven) per MSISDN will be charged to the customer
- The R7 management fee will not include any allocation of airtime to each MSISDN during the course of one calendar month.
- The monthly management fee for each MSISDN will be deducted from the customer's account purse on the 1<sup>st</sup> day of each calendar month and will cover the management fees for the previous calendar month.
- A once-off setup fee of R10.00 (ten) will be charged to the customer per new MSISDN added to the system. This fee will be deducted from the customer's account purse.
- A transaction fee of 10% (ten) will be applied to all airtime recharges between R2 (two) and R11 (eleven).
- There is no transaction fee on all airtime recharges between R12 (twelve) and R1000

(one thousand)

#### *Starter Packs*

- Supply the customer with Vodacom prepaid starter packs when requested by the customer with the payment of said starter packs being made using funds in the customer's purse at a cost of R10.00 (ten) per prepaid starter pack.
- The starter pack will be given to the customer with the status of being active on the Vodacom network, the PIN removed/disabled and the data service successfully provisioned.
- This service is included in the cost of the prepaid starter pack.

#### *Notice & Termination*

- Give the customer advanced notice should the price of the prepaid starter packs change due to unforeseen circumstances.
- Suspend the service immediately should there not be adequate funds in the account purse of the customer to cover the monthly management fee for all MSISDNs being monitored.
- Terminate this agreement immediately should there not be adequate funds in the account purse of the customer within 5 (five) business-days after the forced suspension of the service.
- Give 30-days (thirty) notice to the customer with regards to terminating this agreement for any other valid reason.
- Give 30-days (thirty) notice to the customer with regards to any pricing changes.

#### *Support*

- Provide the customer with adequate and reasonable support via e-mail ([support@flickswitch.co.za](mailto:support@flickswitch.co.za)) or *Flickswitch's* customer care centre (011 507 4755)

#### *Loss & Liability*

- *Flickswitch* will not be held liable for any form of loss suffered by the customer due to the unavailability and/or breakdown of this service caused by circumstances out of the control of *Flickswitch*.
- *Flickswitch* will endeavour to give reasonable, advanced notice to the customer with

regards to any planned interruptions to the service.

*General*

- All prices in this service agreement are inclusive of VAT.

Subject to the clauses in this agreement, the customer agrees to subscribe to the *SIMcontrol* service with *Flickswitch* with the following conditions –

#### *Monitoring*

- Supply and maintain a list of MSISDNs to *Flickswitch* to monitor by sending an e-mail containing the list of MSISDNs to [mon@flickswitch.co.za](mailto:mon@flickswitch.co.za)

#### *Reporting*

- Inform *Flickswitch* via e-mail or in writing of any changes in the e-mail address and/or contact details of the customer

#### *Costs & Fees*

- Maintaining an adequate positive balance in the account purse to cover the monthly management fee charged by *Flickswitch* as well as any airtime recharges that may occur during the calendar month.

#### *Starter Packs*

- Give *Flickswitch* reasonable notice when ordering Vodacom prepaid starter packs.

#### *Notice & Termination*

- Give 30-days (thirty) notice to *Flickswitch* with regards to terminating this agreement for any valid reason.

#### *Support*

- Contact *Flickswitch* for support using the correct procedures - via e-mail ([support@flickswitch.co.za](mailto:support@flickswitch.co.za)) or *Flickswitch's* customer care centre (011 507 4755)

***For Flickswitch***

Signed at \_\_\_\_\_ on \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Director, Flickswitch

**As Witnesses**

1. \_\_\_\_\_

***For*** \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Director, \_\_\_\_\_

**As Witnesses**

1. \_\_\_\_\_