

**JEC TECHNOLOGIES (PTY) LTD**  
**CUSTOMER GENERAL TERMS AND CONDITIONS**



**JEC TECHNOLOGIES (PTY) LTD**

and

Registration number 2017/533027/07  
12 Somerset Office Park  
5 Libertas Road  
Bryanston, 2196  
South Africa  
JEC TECHNOLOGIES (PTY) LTD

(Herein referred to as “**JEC Technologies (Pty) Ltd**”)

(Herein referred to as the “**Customer**”)



## 1. DEFINITIONS

- 1.1 "**Customer Premises**" shall mean any location or locations of the JEC TECHNOLOGIES Network selected by Customer to which the Services will be delivered in South Africa.
- 1.2 "**Default Interest Rate**" shall mean an annual interest equal to ten percent (10%) (annual, compounded monthly).
- 1.3 "**Equipment**" means any customer premise equipment provided and/or installed by Provider at Customer's Premises on the basis of a loan, rental or otherwise, to enable Customer to utilise the Services;
- 1.4 "**Force Majeure Event**" shall mean an event that is beyond the reasonable control of a Party that has occurred without its fault or negligence.
- 1.5 "**Governmental Authority**" means any governmental, administrative, judicial, regulatory, self-regulatory or government-owned or controlled body, department, commission, authority, tribunal, agency or entity to whose jurisdiction any Party may be subject;
- 1.6 "**Laws**" shall mean all laws (statutory, judicial or otherwise), regulations, judgments, rules, orders, directives and requirements of any Governmental Authority.
- 1.7 "Notice of Completion" shall mean a written notice from Provider that the Services have been installed and tested by Provider and is functioning properly in accordance with the specifications set forth in the applicable OF.
- 1.8 "OF" shall mean the order form designated by Provider that sets out the details of Services to be provided by Provider.
- 1.9 "**JEC TECHNOLOGIES/Network**" shall mean the telecommunications network which carries Customer traffic between equipment that is owned and/or operated by Provider, including any Provider equipment and/or facilities.
- 1.10 "**Services**" shall have the meaning set out in Section 2 below.
- 1.11 "**Service Charges**" shall mean the installation fee and/or monthly recurring fees or charges payable by Customer to Provider for the Services, as identified in the OF.
- 1.12 "**Service Commencement Date**" shall mean the first to occur of the date set forth in any OF or the date of the relevant Notice of Completion.

## 2. APPLICATION of T's and C's

- 1.1 This Agreement shall apply to the appointment of Provider by Customer for the provision of any electronic communication services, provision of the Equipment and/or related services as set out in an OF, and which OF is incorporated into this Agreement by reference ("Services"). The terms of an OF shall take precedence over any conflicting terms under this Agreement.
- 1.2 New Policy Transitions with Immediate Effect from 29th February 2020.
- 1.3 Identity based attacks have been on the increase over the past few years. Therefore Microsoft is making baseline protection policies available to everyone. The goal of these four policies is to ensure that all organisations have baseline level of security enabled at no extra cost.  
Exception "Customised Conditional Access Policies" require an Azure AD Premium license.
- 1.4 There are four baseline policies:
- 1.5 Require MFA for admins (Multi-Factor Authentication)
- 1.6 End user protection
- 1.7 Block legacy authentication
- 1.8 Require MFA for service management
- 1.9 All four of these policies will impact legacy authentication flows like POP, IMAP, and older Office desktop clients. Any users previously flagged for risk are blocked until password reset and risk dismissal upon policy activation. This requirement for the MFA to still work and to facilitate logins must be enabled 29th February 2020.

## 3. SERVICE ORDERS AND CREDIT APPROVAL

- 1.1 To order any Service, Customer shall submit an OF requesting Services.
- 1.2 The Customer hereby authorizes the Provider to carry out any credit check required by the Provider regarding the Customer or, as applicable, prior to entering into and executing an OF or any agreement entered into between the Customer and Provider.

## 4. TERM AND SERVICE COMMENCEMENT



- 1.1 This Agreement shall commence upon acceptance of the terms of this Agreement by the Provider by way of signature to the OF to which this Agreement is attached ("Effective Date"). Notwithstanding the Effective Date, the commencement of the Services shall be the Service Commencement Date.
- 1.2 The term of this Agreement shall commence as of the Effective Date and shall continue in effect for the minimum period set out in an OF (the "Term"). Upon expiry of the Term, this Agreement shall automatically renew for one (1) month at a time (each a "Renewal Term") unless either Party notifies the other Party in writing that it desires to terminate this Agreement at least thirty (30) days in advance of the expiration of the Term or on thirty (30) days' notice during any Renewal Term.

**5. SERVICES ACCEPTANCE**

- 1.1 The installation of the Services shall be deemed to be accepted by Customer within twenty four (24) hours of the Notice of Completion and Provider shall rectify any problems with the Services notified to Provider by Customer in writing during this period at no additional cost.

**6. PAYMENT TERMS**

- 1.1 Provider shall invoice all Service Charges in advance, except for charges that are dependent on usage, which shall be billed in arrears. Customer shall pay all amounts due to Provider in the manner designated by Provider within five (5) days from invoice date or on the due date of invoice (the "Due Date"). Customer shall ensure that all payments are made free of bank charges.
- 1.2 All Service Charges, fees and expenses set out in the OF are exclusive of all applicable taxes and duties, which taxes and duties shall be payable by the Customer.
- 1.3 Any overdue Service Charges or other amounts due under this Agreement (including any OFs), shall accrue interest at the Default Interest Rate. Such interest shall accrue from the day following the date payment of the amounts was due until the date such overdue amounts are paid in full, and such interest shall be payable as specified in an invoice.

- 1.4 In the event that Customer terminates the Agreement and/or any OF during the Term, the Customer shall pay to Provider a termination charge which termination is determined at a rate of 30% of the remaining term of agreement, subject to the guidelines set out under section 14 and regulation 5(2) of the Consumer Protection Act 68 of 2008.
- 1.5 Customer is responsible for all Service Charges incurred with respect to Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by Provider or its employees.
- 1.6 The Customer remains liable for payment irrespective of whether an invoice has been received by the Customer.

**7. SERVICE LEVELS**

- 1.1 Services levels for each Services will be specified in the relevant OF.
- 1.2 To report issues related to Service performance, Customer may contact Provider at the telephone number or email address or online portal address provided by Provider to Customer from time-to-time. In order for Provider to investigate any reported issues, Customer agrees to provide Provider with supporting information as reasonably requested by Provider.

**8. FORCE MAJEUR**

- 1.1 Except for any payment obligations of Customer under this Agreement, Provider shall not be held responsible for any delay or failure in performance of any of its obligations under this Agreement, to the extent such delay or failure is caused by a Force Majeure Event.

**9. CUSTOMER RESPONSIBILITIES**

- 1.1 Customer shall comply with Provider's and or Suppliers Acceptable Use Policy available at request. Customer is solely responsible for ensuring that internal users make use of the Services lawfully and that Customer and its internal users comply with all applicable Laws, the terms of this Agreement (including any applicable OF) and the Acceptable Use Policy.



- 1.2 Customer shall at its expense allow or secure Provider or its contractors access to the Customer Premises as soon as reasonably practicable for the installation, inspection and planned maintenance or emergency maintenance of Equipment relating to the Service. Customer will be responsible for providing and maintaining, at its own expense, the proper environment for the Equipment on the Customer Premises. Customer shall reimburse Provider for the actual cost of repairing or replacing any Equipment and/or any part of the JEC TECHNOLOGIES Network damaged or destroyed as a result of Customer's failure to comply with Provider's instructions.
- 1.3 The following responsibilities are applicable to customers where the provider has provided services pertaining to the backing up of computer data:
- 1.4 The customer must inform the provider as to any reasonable changes, whether by increase or decrease, to the data that is stored or to be stored by the provider.
- 1.5 The customer is liable to insure that their own backups of data are done on a regular basis.
- 1.6 The customer must adhere to the provisions and responsibilities set out in the Back up and recovery agreement attached.
- 1.7 The following responsibilities are applicable to customers where the provider has provided services under the services of RMM (Remote Machine Management)
- 1.8 The customer must inform the provider as to any reasonable changes, whether by increase or decrease, to the data that is stored or to be stored by the provider or the quantity devices registered.
- 1.9 The customer is responsible to notify the provider pertaining to any changes is data including contact information, license information and any other relevant information.

## 10. **EQUIPMENT**

- 1.1 All rights of ownership in and to any Equipment:
  - (a) supplied by Provider to Customer on a loan or rental basis, shall remain vested in Provider;
  - or (b) purchased by Customer from Provider, shall transfer to Customer upon receipt of full payment for such Equipment by Provider.

- 1.2 10.2 All risk in and to the Equipment shall pass to Customer on delivery thereof at the Customer Premises, and Customer shall be liable for any and all loss, theft or destruction of or damage of such Equipment.
- 1.3 10.3 In the event of damage to or the loss, theft or destruction of the Equipment or any portion thereof after delivery of the Equipment, Customer shall be obliged to replace and/or repair or to pay to Provider the cost of replacing and/or repairing the Equipment so damaged, lost, stolen or destroyed.
- 1.4 Customer undertakes:
- 1.5 to apply a degree of care no less than it would have if the Equipment belonged to it and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment;
  - a. not, in any manner, alienate, encumber or otherwise dispose of the Equipment; and
  - b. not to procure repair or maintenance of the Equipment by any third party without the prior written consent of Provider.

## 11. **REPRESENTATIONS AND WARRANTIES**

- 1.1 Each Party hereby represents and warrants to other Party that (a) it is an entity duly incorporated under the Laws of South Africa; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action and this Agreement is a valid, binding and enforceable in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not violate, conflict with or constitute a breach of any Laws or any order of court or Governmental Authority.
- 1.2 Customer hereby represents and warrants to Provider that its use of the Services shall at all times comply with Provider's and or Suppliers Acceptable Use Policy (located at as may be amended by Provider from time-to-time).

## 12. **SUSPENSION AND TERMINATION**

- 1.1 Provider may suspend the Services if Provider suspects unlawful or prohibited conduct in relation to the use of the Services, and Customer shall be responsible for all costs



incurred by Provider in relation to such unlawful or prohibited conduct, which costs shall be payable by the Customer on demand.

- 1.2 12.2 If Customer fails to remedy its breach of any material term or condition of this Agreement and/or any OF within fifteen (15) days after receipt of notice from Provider of such breach, Customer shall be in default and Provider may, at its option, immediately and with no further notice: (a) terminate the Services and the corresponding OF; or (b) temporarily block or suspend such Services.
  - 1.3 Upon termination as described in Section 12.2, (a) Provider shall have no further duties or obligations hereunder; (b) Customer shall be liable for all Service Charges incurred as of the termination date as well as for 30% of the balance of all Service Charges that would have been paid until the end of Term of all of the terminated Services, as well as any costs and expenses incurred by Provider related to such termination of Services; and (c) subject to Section 13, Provider may pursue any remedies Provider may have under this Agreement and at law.
  - 1.4 In the event that Provider suspends Services pursuant to the provisions of this Section 12, Customer may not cancel this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Provider, its employees, its agents or any other persons for whom it may be liable in law. The provider may claim, and Customer shall pay upon demand, a reasonable charge for re-commencing the provision of the Services (if applicable).
13. **Service Cancellation and Penalties:**
- 1.1 In the event of cancellation of services by the Client prior to the end of the committed service term, as specified in any signed quote or agreement, the Client shall be liable for penalties or full payment of the remaining term. The method of calculating these penalties will be based on the remaining term of the committed service and the total value of the contract. Exceptions, if any, to this clause will be at the sole discretion of JEC Technologies.

#### 14. **LIMITATION OF LIABILITY AND DISCLAIMERS**

- 1.1 Except as expressly outlined in this Agreement or any OF, Provider hereby disclaims any representations or warranties, express or implied, regarding the JEC TECHNOLOGIES Network, Equipment, and Services provided by Provider hereunder, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any implied warranties whatsoever. Further, Provider does not warrant that the information transmitted by or available to Customer by way of the Services: (a) will be preserved or sustained in its entirety; (b) will be delivered to all users; (c) will be free of inaccuracies or defects or bugs or viruses of any kind; or (d) will be secured against unauthorised access or monitoring by any third party.
- 1.2 Neither Party be liable to the other for indirect, incidental, consequential, or special damages, whether arising under this Agreement or otherwise (even if a Party has been advised of the possibility of such damages), such as, but not limited to, loss of revenue or business, costs of delay, costs of lost or damaged data or documentation or restoration costs, whether arising under contract or delict.
- 1.3 Subject to clause 13.2, in no event shall Provider be liable to Customer for any losses or damages which constitute direct and/or general damages concerning this Agreement, whether arising in contract or delict, for any amounts in excess of the total amount paid or payable for the prior (6) month period by Customer under this Agreement for all Services.
- 1.4 The provider shall not be held liable for any cyber security breach that arises out of the customer's negligence or responsibility or due to vulnerabilities within the environment.

#### 15. **Acceptance of Upstream Supplier/Vendor Terms and Conditions:**

- 1.1 By agreeing to these Terms and Conditions, the Client also accepts the Terms and Conditions of any upstream suppliers or vendors whose products or services are being utilized or resold by JEC Technologies. These Terms and Conditions are separate from those of JEC



Technologies and are available upon request from the specific vendors or suppliers.

16. **GOVERNING LAW, VENUE, DISPUTE**

**RESOLUTION.**

- 1.1 This Agreement shall be governed by and construed by the Laws of South Africa as well as the Private international law as applied in South Africa
- 1.2 The Parties shall endeavor to settle amicably by mutual discussions any disputes or claims related to this Agreement ("Dispute"). Any Dispute which arises shall be referred to a committee consisting of two members appointed by Customer and two (2) members appointed by Provider, who will use their best efforts to resolve the Dispute within seven (7) days of the Dispute having been referred to them. Should the committee be unable to resolve a Dispute by this Section
- 1.3 then such Dispute may be submitted for determination by arbitration in terms of Section 14.3 below.
- 1.4 Subject to Section 14.2, any Dispute arising out of or in connection with this Agreement, may be decided by way of arbitration as set out below:
- 1.5 The arbitration shall be conducted in accordance with the rules of the Arbitration Foundations of South Africa (AFSA) from time to time and shall be held in Johannesburg, South Africa; and
- 1.6 AFSA shall be responsible for the appointment of an arbitrator and where the Parties agree, more than one (1) arbitrator may be appointed.
- 1.7 Notwithstanding the institution and commencement of arbitration proceedings, either Party may nonetheless approach a court of law for the relief of an urgent nature or any other applicable relief in circumstances in which such relief cannot be given or cannot urgently be given by the arbitrator.
- 1.8 Any notices, including a demand for arbitration shall be deemed served when delivered to the address indicated in Section 15 below.

17. **NOTICES**

- 1.1 Each notice, demand, certification, or other communication made in connection with this Agreement shall be in writing and shall be delivered by hand or sent by registered mail or by electronic

mail to the address of the respective Party as shown below (or such other address as may be designated in writing to the other Party, with such address becoming effective 5 (five) business days after receipt of the notice of the change.)

- 1.1 If to Provider:
- 1.2 **JEC TECHNOLOGIES GROUP**
- 1.3 **South Africa (Pty) Ltd**

**1.4 Address:**

- 1.5 12 Somerset Office Park,
- 1.6 5 Libertas Road, Bryanston
- 1.7 Johannesburg, South Africa, 2196
- 1.8 **Attention:** The Director
- 1.9 **Email:** [help@jectech.co.za](mailto:help@jectech.co.za)

1.10 If to Customer:

1.11 **Customer details as set out in an OF.**

- 1.2 Any notice, demand, or other written communication shall be deemed to have been received, if delivered by hand, at the time of delivery or, if posted, at the expiration of seven (7) days after the envelope containing the same shall have been deposited in the post for such purpose, postage prepaid, or if sent by electronic mail, two days after the date of transmission.

18. **MISCELLANEOUS**

- 1.1 In the event that any tariffs are filed with a Governmental Authority regarding any Services ordered by the Customer, then (to the extent such provisions are not inconsistent with the terms of an OF) the terms outlined in the applicable tariff shall govern Provider's delivery of, and Customer's consumption or use of, such Service.
- 1.2 16.2 This Agreement shall not be assigned by Customer without the written consent of Provider.
- 1.3 16.3 Any provision of this Agreement which by its context is intended to apply after termination of this Agreement shall survive its termination.
- 1.4 16.4 During the performance of this Agreement, it may be necessary for Provider to transfer, process, and store billing and utilization data and other data necessary for Provider's operation of the NO BARRIER Network and for the performance of its obligations under this



- Agreement. Customer hereby consents to Provider's (a) transfer, storage and processing of such data; and (b) use of such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.
- 1.5 16.5 Each Party agrees to keep confidential any information which is by its nature constitutes confidential information and shall not disclose such information without the other Party's written consent.
- 1.6 16.6 Each Party shall retain ownership of its intellectual property rights. Neither Party shall have the right to use the other Party's intellectual property, including trademarks, service marks or trade names.
- 1.7 16.7 This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Provider and Customer are hereby superseded insofar as they relate to the Services being provided hereunder.
- 1.8 16.8 This Agreement may be amended by Provider from time to time on written notification to Customer.
- 1.9 16.9 No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.
- 1.10 16.10 If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect and Provider and Customer shall promptly negotiate a replacement.
- 1.11 16.11 This Agreement is for the sole benefit of the Parties. Nothing expressed or implied in this Agreement shall give, or be construed to give, any person other than the Parties themselves any legal remedies or causes of action hereunder or in respect hereof. The headings of Sections in this Agreement are for convenience of reference only and are not intended to restrict, affect or influence the interpretation or construction of provisions in a Section

**19. POPI (PROTECTION OF PERSONAL INFORMATION ACT) SERVICES**

- 1.1 Company Partners offers clients with services relating to POPI compliance through agreements with specialized Third parties. The Client will be subject to the aforementioned Third Parties terms and conditions.
- 1.2 Clients making use of the service of the above POPI Related services agree to the following:
- 1.3 POPI Compliance is continuous and must be promoted at all times;
- 1.4 Upon the completion of the service (POPI Certificate of Compliance) the Client will be approved as POPI compliant at the date of the Certificate and shall not hold Company Partners, nor its third party, liable for any non-compliance after the date of the Certificate due to any change within the organization or company rendering the Company non-compliant.
- 1.5 The Clients non-compliance relating to an aspect, policy or procedure not implemented by Company Partners or its Third Party, shall be rectified at an additional rate;
- 1.6 Company Partners or its Third Party shall not be held responsible for any non-compliance due to another party's implementation and/or similar amendments to any POPI policy and/or procedure;
- 1.7 Company Partners shall not be held liable for any legal liability which is established by making use of any POPI Compliance Service.
- 1.8 Company Partners does not promote itself as an expert on POPI Compliance and refers the service to legally qualified and specialized Third Party.
- 1.9 Counterparts**
- 1.10 A Services Agreement may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

**SIGNATURES**

**UNDERTAKING AS SURETY AND CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY**

If the Customer as identified in the Quotation is any legal entity, including, but not limited to companies, close corporations, and trusts, then the signatory hereto who signs on behalf of the Customer warrants that he/she is duly authorised to accept the Quotation sign These Terms and Conditions, enter into a Services Agreement, and sign the debit authorisation on the Customer's bank account. By his/her signature, the signatory hereby binds him/herself as surety and co-principal debtor with the Customer unto and in favour of JEC Technologies (Pty) Ltd for the due and punctual fulfilment of all the Customer's obligations to JEC Technologies (Pty) Ltd arising out of a Services Agreement including the payment of all Charges, fees, penalties, and liquidated damages. The signatory as surety and co-principal debtor hereby renounces and waives the benefits of the legal defence's exclusion, division of cession of actions and hereby acknowledges that he/she understands the full meaning of such defences and the effect of such renunciation and waiver.

<b>Full Signature of duly authorised Customer signatory.</b>	
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**22 CONSUMER PROTECTION ACT ACKNOWLEDGEMENT**

In the event that the Customer is a consumer as defined in the Consumer Protection Act 68 of 2008, ("the CPA") the Customer's attention is in terms of section 49 of the CPA, drawn to all provisions in this Agreement printed in **BOLD**.

<b>Full Signature of duly authorised Customer signatory.</b>	
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Signed by the authorised signatories of the Parties, each signatory warranting his/her authority hereto.

For: <b>JEC TECHNOLOGIES (PTY) LTD</b>	For: <b>CUSTOMER</b>
(signature)	(signature)
(name)	(name)
(date and place)	(date and place)
(witness)	(witness)