



Agreement to contract and application of these terms and conditions

1.1. This clause confirms that you, the Subscriber, have asked CRH PMS to provide you with certain Services and/or Goods which you selected when you completed the Application form, which services and goods are described on the CRH PMS offerings schedule and which must be provided at the prices set out as per the offer, and that CRH PMS has agreed to provide you with the selected services and/or goods, on condition that you comply with the terms and conditions set out under this Agreement.

1.2. Subscription to CRH PMS service is subject to the availability of its network coverage within the specified location.

1.3. Your speed with LTE / Satellite is dependent on the number of users connected to the device, distance to the tower, line of sight, the number of users on that specific base station, as well as spectrum allocation.

1.4. Your speed with Fibre / ADSL is dependent on the number of users connected to the device.

1.5. Should the Subscriber provide their own goods for service, the Subscriber must ensure that the device is compatible for the required service.

1.6. The Subscriber accepts and agrees that these terms and conditions will become binding on it once on the Commencement Date, that is, once CRH PMS has processed the Application form and agreed to provide the Subscriber with the selected services and the selected goods, which is known as the Commencement date. In other words the Agreement will commence on the Commencement date.

2. Duration, renewal and termination for no cause

2.1. This clause sets out how long the agreement will run for and your rights to cancel

2.2. Notwithstanding the Connection date, the Agreement will start on the Commencement date and will carry on for the Initial Period as selected by the Subscriber under the Application Form and for any Renewal Period, where renewed by the Subscriber, save for where the Agreement is terminated by the Consumer in terms of its right to terminate as set out under clause 3 and/or by either Parties as per their respective rights to terminate in accordance with clause 8 of the Agreement.

2.3. On expiration of the Initial Period, the subscriber will have to confirm the termination of the agreement. In failure to do so the subscriber will automatically default to a month to month

contract whereby the subscriber will provide CRH PMS with a written one month notice period of the termination of this agreement.

2.4. CRH PMS will recover any once off charges waived if the service is cancelled within 12 months of commencement date.

2.5. Hardware as installed collected and early penalty charges levied for remainder of the 12 month contract

3. Termination of a fixed term agreement by a Consumer for no cause

3.1. Where an Individual Customer has concluded a Fixed Term Agreement, the Individual Consumer will have the right to terminate the Fixed Term Agreement, for no particular reason or cause, at any time, provided the Consumer gives CRH PMS at least Twenty (20) business days written notice of its election to terminate the Agreement, which termination will be subject to payment of a cancellation fee as stipulated under clause 2.4

3.2. Should the Individual Customer elect to terminate the Agreement earlier than anticipated, as envisaged and permitted under clause 3.1, i.e. before the expiration of the initial period, then on receipt of the termination notice, CRH PMS will advise the Individual Consumer within 15 (fifteen) business days of receipt of the termination notice of the amounts which are still owed to them, namely all the arrears amounts owing to CRH PMS in terms of the Agreement up to date of termination; and the cancellation fee, as determined by CRH PMS as per clause 2.4

3.3. The Individual Consumer will pay CRH PMS the amounts referred to under clause 3.2 within five (5) days of receipt of the final Invoice setting out the arrears amounts and the cancellation fee.

3.4. On receipt of the amounts set out under clause 3.2 above, CRH PMS will then accept and confirm the termination.

4. Billing and Payments

4.1. CRH PMS must provide the Subscriber on a monthly basis, with a computerized Monthly invoice, which constitutes an invoice and /or sales record in respect of all and any charges due and owing in terms of the Agreement by the Subscriber to CRH PMS. The invoice will at the Subscriber's election be sent by electronic means (email/MMS/etc) at no charge to the customer or by mail which may attract reasonable additional charges.

4.2. The Subscriber is liable for the payment of all Charges as reflected in the Monthly invoice.

4.3. All monies payable by the Subscriber to CRH PMS must be paid by way of mandatory monthly debit order timeously on due date, free of deduction or set-off to CRH PMS bankers, which details are stated under the Monthly invoice. Non-receipt of an invoice by the Subscriber must not be considered as a valid reason for late or non-payment.

4.4. The Subscriber is liable and responsible for payment until payment has been received into CRH PMS bank account. Recurring debit order to be submitted intermittently upon default of authorised debit order. Late payment will incur 2% late penalty fee per month.

4.5. The Subscriber is in breach of this Agreement by cancelling the debit order without the prior written consent form of CRH PMS.

4.6. Should any debit order be returned unpaid, stopped or rejected, CRH PMS will charge a rejection fee of R50.

4.7. CRH PMS have the right to suspend the Subscriber's account until such arrears amounts have been received and paid in full.

4.8. Billing of the account will continue irrespective whether an account has been suspended

## 5. Changes to Charges

5.1. A Consumer will have the right to terminate the Agreement without penalty or charge where it is not in agreement with any such increases provided that it gives CRH PMS 20(Twenty) Business days' notice of its election to cancel the Agreement, where a consumer terminates the agreement as per his right under this clause, such termination will be without penalty, save where the consumer has been given or has purchased but not yet paid for, selected hardware. In such a case the consumer will have a legal duty and CRH PMS will have a legal right to demand from the consumer, full payment in respect of the selected goods, less any amounts that have already been paid to CRH PMS in respect thereof prior to such termination.

## 6. Limited Liability

This section sets out CRH PMS liability in respect of the selected services and selected goods, which you, the Subscriber should take note of

6.1. CRH PMS is not liable for any loss or damage to your property or equipment arising out of the provision, installation or maintenance and use of the service.

6.2. CRH PMS will not incur any liability whatsoever for any loss or damage as a result of any use, authorized or unauthorized, resulting from virus attacks, security vulnerabilities, or loss of information.

6.3. In the event of theft or loss of your device and/or SIM card, such items must be replaced at your own cost; you are obliged to report such loss or theft to the South African Police Services immediately, and to request CRH PMS to suspend such SIM card.

6.4. Indemnitor will hold harmless, defend, and indemnify CRH PMS against any and all third-party claims or liabilities addressed within the scope of this Agreement regarding self-setup of Wi-Fi solution.

## 7. Subscriber assistance, complaints and disputes

This section sets out how the Subscriber can contact CRH PMS for assistance and how you must lodge a complaint, should one arise.

7.1. CRH PMS provides customer care to all Subscribers during office hours for account queries, technical assistance is available 24/7, excluding times when it is unable to assist due to reasons beyond its reasonable control.

7.2. The Subscriber must, once it experiences any trouble with any of the selected goods and/or selected services bring the suspected problem to CRH PMS' attention by contacting the relevant customer care office at the numbers listed on the CRH PMS Monthly invoice. The suspected problem will be logged and detailed, and the Subscriber will be provided with a reference number.

## 8. Breach and termination

This clause sets out what will happen when one of the parties to the Agreement fails to comply with the terms and conditions, which is known as a "breach of the agreement", which will allow the party who has not breached the agreement to cancel the Agreement and claim charges.

8.1. Should the Subscriber breach any term of this Agreement including any failure to pay CRH PMS any monies on specified due date, then CRH PMS must give the Subscriber 20 (Twenty) Business days' notice to rectify the breach. Should the Subscriber neglect or fail to rectify the breach within the 20 (Twenty) Business days' notice period, then CRH PMS will have the right to cancel the Agreement, without prejudice (meaning to preserve your respective rights and positions) to CRH PMS' rights to claim all and any damages which CRH PMS has incurred in consequence of such breach.

8.2. Should CRH PMS breach any material term of this Agreement, then the Subscriber will have the right to provide CRH PMS with a letter requiring CRH PMS to rectify the breach. Should CRH PMS neglect or fail to rectify such breach within the 20 (Twenty) Business days' notice period, then the Subscriber may cancel the Agreement, which will be without prejudice (meaning to preserve your respective rights and positions) to the Subscriber's rights to claim any damages which it may have incurred in consequence of CRH PMS' breach.

## 9. Legal Address for Service (Domicilium and Notices)

9.1. The parties choose the addresses set out as per application form as their chosen place to receive legal notices (domiciliumcitandi et executandi)

## 10. Consumer status

10.1. In consequence of the recently released CPA, certain rights have been granted to a Subscriber who is a Consumer, as defined under the CPA. CRH PMS reserves the right to withhold any of these rights and/or resultant benefits until such time as the Subscriber, in the case where it claims it is a Consumer, is able to prove to CRH PMS which proof may be in the form of a set of Financial statements or an identity document, that it is a Consumer and/or in the case of a right which it is wanting to exercise under section 14 of the CPA, that it is an Individual Consumer.

10.2. Where the Subscriber is unable to show that it is a Consumer or Individual Consumer, in such an event CRH PMS reserves the right to reverse or call for restitution (a refund) of any rights or benefits permitted under the CPA, which the Subscriber has unlawfully taken advantage of and which are not applicable to the Subscriber.

10.3. The Subscriber agrees to supply CRH PMS with such information, documentation and signatures that CRH PMS may reasonably require at the time that this agreement is concluded, in order to give effect to the payment arrangements of this agreement. Any subsequent changes that affect the information supplied to CRH PMS such as bank account, legal service address referred to under clause 8 must be brought by the Subscriber in writing to the immediate attention of CRH PMS

10.4. We respect the privacy of everyone who visits our website and submit applications. According to the POPI Act "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. The POPI Act, can be found at the following link: <https://popia.co.za/>