



Telkom ViPLink Telkom ViPDial Application Form

You can use this form to...

- Apply for a Telkom ViPLink solution.
- Apply for a Telkom ViPDial solution.
- Order additional ViPDial or ViPLink services
- Terminate ViPDial or ViPLink services

Before you submit this form...

- Please feel free to contact your Business Solutions Consultant or Telkom representative if you have any questions.
- Provide a copy of your company registration certificate if not already submitted.
- Please read the attached conditions.

About your business follows...

Telkom SA Ltd
Reg. No. 1991/005476/06
Form Ref. No.: ViP/0901/01



Telkom Business

ViPLink and ViPDial service

A. Details about your business

Full name of your company (entity responsible for the account)

Your company registration no

Registered address of your company (domicilium address)

Building/room no	
Street & no	
Suburb	
City/town	Postcode

Is your postal address the same as the registered address?

Yes No If no, provide your postal address

Suburb	
City/town	Postcode

Is the business a Telkom customer now?

(If yes, provide your existing Telematics data account number)

Yes No

B. Ordering or discontinuing the ViPLink or ViPDial service

Which service do you require? ViPLink ViPDial

Do you require a new account for this service?

Yes No

When do you require the service?

D	D	M	M	Y	Y	Y	Y
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For which contract term do you require the service?

One year Two years Three years

Do you want to discontinue your service?

discontinue ViPLink discontinue ViPDial

Note: A Telkom consultant will contact you in due course

Your contact details - please give us details where we can contact you.

• contact person's name

• telephone no. during office hours

• telephone no. after office hours

Section C follows...

C. Site requirements

Customers must provide the following at the installation premises.

- A suitable table or cabinet for Telkom's network access equipment.
- A standard 220V ac 15 A power outlet, adequately earthed and protected by earth leakage protection, for the exclusive use of each component of the network access equipment, not more than 1.5 meters away from where the equipment is installed.
- A suitable located standard 220V ac 15 A power outlet, adequately earthed and protected by earth leakage protection for the purpose of supplying power to Telkom test equipment.

D. Agreement (your signature)

I confirm that...

- I am authorised to order this service;
- the details I have given in this form are correct and complete;
- I will rent the service for the contract term as indicated in this order;
- I have read, understand and accept Telkom's conditions of contract (please detach the abridged condition for your reference); and
- that my company will enter into an agreement with Telkom regarding this service (a Telkom representative will contact us).
- Under certain condition, the cancellation of this order may result in a penalty

Your signature

Date

D	D	M	M	Y	Y	Y	Y
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End of this order.

Office use only

- For new, additional or cancellation of accounts, please complete; Schedule 1A for ViPLink Schedule 2A for ViPDial
- For changes to existing services, please complete; Schedule 1B for ViPLink Schedule 2B for ViPDial

ABRIDGED CONDITIONS OF CONTRACT

I/We ("the customer") accept and understand that:

1. The services provided by Telkom SA Limited ("Telkom") are subject to Telkom's standard terms and conditions for public switched telecommunication services (PSTS) ("the standard conditions"), as amended from time to time, the provisions of Telecommunications Act 103 of 1996 and Telkom's PSTS licence.
2. Telkom reserves the right to amend the standard conditions from time to time.
3. The standard conditions are available for perusal at any Telkom customer service branch and can be inspected free of charge during normal office hours.
4. This order form contains only an abridged version of certain of the standard conditions. In the event of any conflict between this abridged version and the standard conditions, the provisions of the standard conditions will prevail.
5. The abridged standard conditions set out in this document are not all the important standard conditions of contract and it is my/our responsibility to study the standard conditions.
NOTE: If you have not studied the standard conditions and wish to do so before being bound thereto, you should not sign and/or submit this order form until you have done so.
6. By signing and submitting this order form to Telkom, I/we will be bound by the standard conditions, irrespective of whether I/we have read it or not.
7. If I/we am/are not the owner(s) of the premises where the service is required, I/we must obtain any permission from the owner of such premises that may be required and I/we indemnify Telkom against all damages or claims resulting from the failure to obtain such permission relating to the installation and/or removal of the service.
8. A contract in respect of the services concerned will come into being upon the date on which this order form, submitted by me/us, is accepted and approved by Telkom.
9. Telkom reserves the right to refuse to provide a service if the applicant fails to meet the conditions of Telkom's credit referencing procedure.
10. Telkom reserves the right to make general credit reference enquiries about the applicant who has applied for a service and to check the correctness of the information supplied by the applicant when applying for a service. Telkom shall also be entitled to furnish any information relating to my/our account and compliance with the standard conditions to any credit bureau.
11. Telkom shall be entitled to require from me/us the payment of a deposit, to be determined by Telkom as a pre-condition for providing the service. The deposit is to serve as security for payment of any amounts due to Telkom by me/us.
12. Should I/we cancel or modify an order so that abortive costs are incurred by Telkom, I/we will be liable for such costs, which shall be payable on demand.
13. Telkom shall install the service, as requested by me/us against payment of the relevant installation charge and deposit if applicable.
14. I/we will, at my/our own cost, ensure the provision of a suitable electrical power supply, should this be required for the proper functioning of the service.
15. I/we shall allow Telkom free access to my/our premises during reasonable hours to install, inspect, maintain or remove telecommunication facilities or equipment.
16. Where the service is a telephone or a telex service, Telkom shall provide, at no charge, an entry in the directory for the area in which the service is provided, which will comprise my/our name, address and service number in an abbreviated form.
17. No entry will be made in the directory if I/we should request Telkom in writing to be excluded from the directory. In such case my/our directory information will also be excluded from any directory information service provided by Telkom.
18. I/We agree not to resell capacity on any telecommunication facility obtained from Telkom or cede or assign my/our rights to use the telecommunication facility, or sublet or otherwise part control of it, without Telkom's written consent.
19. Telkom shall levy charges for the provision of services, including but not limited to installation charges, reconnection charges, service charges, co-user charges, rental charges and call charges, in accordance with rates as determined by Telkom from time to time, subject to Telkom's PSTS licence conditions. I/we will be liable for all charges levied in respect of all services provided by Telkom.
20. Telkom shall maintain the service, against payment of rental/maintenance charges that are payable in advance for the first and any subsequent rental period, as from the date on which the service is established.
21. I/We shall only be entitled to a credit on the rental amount payable for the Service, pro rata to the duration of the interruption, if:
(a) the Service has been unavailable for a continuous period of 24 hours or, in the case of an international private Leased Circuit for a continuous period of 3 hours; or
(b) irrespective of the duration of the unavailability, the pro rata rental amount corresponding to the period of unavailability is at least equal to an amount determined by Telkom from time to time.
22. Call charges are billed to me/us at the end of each billing period and are payable on or before the due date indicated on the account.
23. Telkom shall periodically provide me/us, usually on a monthly basis, with an account, which constitutes a statement of the services rendered, and an invoice for the amounts payable by me/us.
24. Telkom may, however, at its own discretion, issue to me/us an account outside the normal billing cycle, and/or demand immediate payment of any amounts due by me/us.
25. The account rendered by Telkom to me/us is prima facie proof of the amount due to Telkom by me/us. I/we am/are, however, entitled to query or dispute any element of the account in accordance with the provisions of paragraph 10 of the standard conditions, which deals with customer assistance and complaints and arbitration.
26. Interest is payable on late payments from date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by Telkom SA limited from time to time.

27. A service will be deemed to be in good working order until Telkom is advised otherwise.
28. If Telkom determines that a fault reported by me/us was caused by an item of customer premises equipment which is not covered by a maintenance agreement with Telkom, I/we will be liable for the relevant call-out charges, as determined by Telkom from time to time.
29. The service may:
(a) be terminated after the minimum rental period applicable to the service, by either party giving one month's prior written notice to the other; and
(b) be suspended and/or terminated by Telkom on the terms and under the conditions set out in the standard conditions.
30. Where I/we request the termination of a service, the rental, if any, paid for a period after the official date of termination, will be credited to me/us. If I/we request that a service be terminated prior to the expiry of the minimum rental period, or if the service is terminated as a result of non-payment of the account, I/we will remain liable for the rental for the non-expired part of the rental period.
31. For purposes of clarity, where I/we should change location, for example as a result of moving from one residence ("the old residence") to another, I/we remain liable for all charges in respect of the service at the old residence until such time as I/we have formally terminated with Telkom the service at the old residence.
32. After termination of the service for whatever reason:
(a) Telkom may delete any entries in the directory pertaining to the service;
(b) Telkom may enter my/our premises to remove Telkom's telecommunication facilities;
(c) I/we will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.
33. Where the service to me/us has been suspended as a result of non-payment, Telkom shall be entitled to demand from me/us the payment of a deposit or an increased deposit, as determined by Telkom, as a pre-condition for restoring the service. Such a deposit shall be in addition to the payment by me/us of any outstanding amounts and reconnection charges due to Telkom.
34. Without prejudice to any of its rights, Telkom shall be entitled to offset against a deposit, any amount due to Telkom by me/us including without limitation, amounts due for loss of or damage to Telkom's equipment, at any time while the service is provided, or at the termination of the service.35. I/we will be liable for all costs, including legal costs on an attorney and own-client scale, as well as tracing costs and collection commission incurred by Telkom in or about the enforcement of any of my/our obligations in terms of these standard conditions.
36. Telkom undertakes to take all reasonable precautions in connection with the provision, installation and maintenance of the service, and shall only be liable for actual damages or injury, caused to any work or property that may arise from the provision, installation or maintenance of the service.
37. Telkom shall not incur any liability for any loss or damages arising out of the provision, installation or maintenance of the service, whether direct or indirect, consequential or contingent and in particular shall not be liable for any financial loss or loss of profits, income, contracts, business or goodwill.
38. Telkom shall not be liable for any costs arising out of the use of the service or for an interruption to the service, for any reason whatsoever, nor shall Telkom be liable for any costs or damages arising out of the termination of the service.
39. I/we indemnify and hold Telkom harmless against any losses, damages, expenses and/or costs that I/we may incur, directly or indirectly, as a result of claims and/or actions by third parties (including but not limited to dependents, clients, employees, agents) and for any loss sustained by such third parties arising from the installation and provision of the service.
40. Except as specifically provided in the standard conditions, Telkom shall not be liable to me/us for any breach of these standard conditions or failure to perform any obligation as a result of any force majeure, including but not limited to technical problems relating to Telkom's PSTN, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Telkom's control.
41. The failure of Telkom to enforce at any time any of the standard conditions or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provisions of such a condition or to be an estoppel or novation or in any way to affect the validity of such condition. Any indulgence towards me/us or the relaxing of the provisions of a condition shall not prejudice the right of Telkom to insist on my/our strict compliance to my/our undertakings and obligations in terms of these standard conditions.
42. The risk and loss of or damage to any equipment rented from Telkom by me/us in connection with the service shall pass to me/us upon its delivery or installation and shall at all times vest and remain vested exclusively in me/us. Notwithstanding the passing of the risk, the ownership of the equipment rented from Telkom remains vested in Telkom.
43. Any intellectual property rights vested in Telkom, whether by statute or common law, shall remain vested in Telkom and I/we agree not to do anything or allow anything to be done that may infringe Telkom's rights in this regard.
44. I/we hereby indemnify Telkom against any claims, actions and proceedings that may arise in connection with any intellectual property rights vested in Telkom.
45. I/we choose as my/our domicilium citandi et executandi the address as given in the application form, or the installation address, or another address of which I/we may notify Telkom in writing, provided that such address is a physical street address.
46. Apart from the provision of paragraph 10.3 of the standard conditions, Telkom and I/we consent to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute and/or claim arising between us, regardless of whether the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such Court.
47. I/we shall not assign or cede this agreement or any rights hereunder.



Telkom Business