

Euphoria Telecom (Pty) Ltd agrees to provide communication services to the Customer subject to the following terms and conditions:

INTRODUCTION

1. Euphoria Telecom has entered into agreements with various companies to provide wholesale electronic communications network service ("ECNS") and electronic communications service ("ECS") under license. We are authorised to resell these licensed services.
2. This Agreement sets out the terms and conditions that We have agreed with You, to provide You with the Services (and any other services) that You have requested from us.

INTERPRETATION AND DEFINITIONS

In this Agreement, the following terms will have the meanings provided below:

1. **"AGREEMENT"** means the terms and conditions set out in this document (including all annexures) and Euphoria Telecom's quotation accepted by You.
2. **"APPROVED HARDWARE"** means Your hardware which has been certified and approved for use with Euphoria Telecom's services.
3. **"CHANGE MANAGEMENT"** means Euphoria Telecom making a change to the settings or scope of the Service.
4. **"CLOUD"** means the use of remote servers accessible over an internet connection.
5. **"DOWNTIME"** means Euphoria Telecom's servers are unavailable due to problems with Euphoria Telecom's systems or hardware, not due to any third party dependency.
6. **"EMERGENCY"** means the Customer is unable to make use of Euphoria Telecom's services while using approved hardware and Suitable Connectivity for voice transmission.
7. **"EQUIPMENT"** means equipment supplied by Euphoria Telecom to you for use with the Service and as recorded in Your quotation/invoice.
8. **"MONTHLY UPTIME PERCENTAGE"** means the total number of minutes in a calendar month minus the number of minutes of Downtime experienced in a calendar month, divided by the total number of minutes in a calendar month.
9. **"PBX"** means Private Branch Exchange, which is a private telephone network used within a company.
10. **"PoPIA"** means the Protection of Personal Information Act, No 4 of 2013.
11. **"SERVICE"** means the provision of cloud PBX and voice services, call recording and logging, cloud based (hosted) email services and data and/or internet services as more fully described in our SLA which is available on request.
12. **"SERVICE FEES"** means the fees charged for using our Service.
13. **"SUPPORT"** means providing assistance by email or telephone and/or diagnosing a problem directly related to the functioning of the Service.
14. **"TMS"** means Euphoria Telecom's proprietary online Telephone Management System.

PERIOD OF THIS AGREEMENT

This agreement will commence on the date of signature and will continue until either party terminates the agreement on 1 (one) months written notice or for breach.

SERVICES

Euphoria Telecom will provide You with the Service in accordance with the service levels as outlined in our SLA (available on request) and supply the Equipment (if any has been requested by You). Our Service will be provided in accordance with generally accepted telecommunications industry standards. We undertake to keep the Service available at all times. However, our Services have third party and connectivity dependencies and Euphoria Telecom will not be liable for any business interruption, loss of use, profit, anticipated profit, contracts, revenues, goodwill, anticipated savings, business information, data or other monetary loss that You may suffer if our Service is not available. It is Your responsibility to make sure that You have the necessary contingency plans in place should our Services not be available at any time.

YOUR UNDERTAKINGS

1. You agree that You have assessed Your needs and the Service and Equipment selected by You are suitable for Your requirements.
2. You agree that while using the Services You will comply with the applicable laws. We draw Your attention to our "Shared Responsibility Model" which is outlined in our Privacy Policy.
3. You agree that You have read, understood and agreed with the Euphoria Telecom's "Terms & Conditions", "Acceptable Use Policy", "Privacy Policy" and the Euphoria Promotion of Access to Information Manual ("PAIA Manual"). These documents are published on the Euphoria website: www.euphoria.co.za
4. You understand that interconnectivity between communication networks is an essential requirement for our Services. As such You agree that You will not do anything (or fail to do something) which may damage, impair or preclude Euphoria Telecom's network, the network of our suppliers or any interconnected networks.
5. You acknowledge that if We or our suppliers have reason to believe that You are abusing the Service or using the Service unlawfully or for an improper purpose then We (or our suppliers) are entitled to suspend the provision of the Service without liability to Euphoria Telecom or our suppliers. If the Service is suspended in terms of this clause, We will give You notice of the suspension and the reasons for the suspension. You indemnify Euphoria Telecom and hold us harmless against any claims by third parties in respect of any prohibited or unlawful activities conducted by You while using the Service.
6. You will ensure that all Your staff are trained in the proper use and operation of the Equipment and the TMS and that they are used in accordance with applicable manuals and instructions.
7. You agree to comply with any reasonable instructions issued by Euphoria Telecom regarding Your use of the Service and Equipment required for the provision of the Service.
8. You agree to provide Euphoria Telecom with all information relating to Your use of the Services and Equipment should we require this information. .
9. You will provide Euphoria Telecom with primary contacts responsible and authorised to interact with us for administration, ordering new products and services, and submitting Support requests. You must notify us of any change to the details of Your primary contacts.
10. You will provide Euphoria Telecom with all hardware information that You intend to use with the Euphoria Service for our verification and approval.
11. You must confirm in writing the length of time You require retention of Your data for Your individual extensions in order to comply with the legal or regulatory obligations of Your industry. Euphoria Telecom's standard data retention period is 6 months. Additional retention is available per extension at an additional monthly charge.
12. Euphoria Telecom will provide You with the ability to have multiple extension types on an account, the default extension will automatically be the extension type with the greatest quantity. Should You have an account with multiple extension types it is Your responsibility to stipulate which additional extension types You require as Your account will automatically be charged at Your default extension type unless otherwise stipulated by You at the time of placing Your order.
13. Should You cancel this Agreement it is Your responsibility to download Your call recordings within Your notice period as this data will no longer be available once Your account has been cancelled and removed from our system.
14. You agree to have suitable connectivity in place. Suitable connectivity means a quality internet connection with low enough latency, jitter and packet loss for clear voice transmission. Using a Wi-Fi connection has no guarantee of acceptable call quality. Sharing voice and data over a single connection without quality of service for voice traffic has no guarantee of acceptable call quality. Using a smartphone application on a connection that is congested or without quality of service for voice traffic, has no guarantee of acceptable call quality.
15. You must provide us with confirmation of Your bank account, any refunds owing to you will be paid into the account which you have provided confirmation for. You must notify us of any changes to Your bank account details.
16. You agree that Euphoria Telecom can send you updates related to our business and services. This information will contain system and service reports. It may also include marketing materials. If and when You receive marketing emails from us You will have the option to "opt out" of that particular mailing list.

CHARGES

1. Costs of the Service and Equipment (if any) are set out in the quotation accepted by You when You request our Service or Equipment.
2. International payments are accepted. You will be liable for all transaction fees including foreign exchange. Any transaction fees will be allocated to Your account once the funds have reflected in our bank account.
3. Euphoria Telecom has the right to change the costs of its services at any time on 30 (thirty) days' notice.
4. Charges for additional services will be invoiced separately at Euphoria Telecom's standard service rates.
5. Demo hardware provided to You must be returned by You once the demo period has expired, failure to do so will result in the hardware being charged to Your account at the full retail price.

CREDIT AND DEPOSITS

1. You authorise Euphoria Telecom to conduct all reasonable credit checks and searches to verify Your information and to establish Your creditworthiness and You agree to provide us with all documents reasonably required by us to undertake the necessary credit checks. We undertake that We will comply with PoPIA when processing Your information.
2. We will set a calling credit limit for You under Your advisement and for which We may require a deposit. If You reach or exceed the calling credit limit set at any time during the use of the Service, Your outbound calling services will be automatically suspended. These services will only be restored once You provide us with an additional deposit or other security.

PAYMENT

1. Euphoria Telecom's invoices will be deemed to be correct unless You raise a dispute or query within 45 (forty-five) days of receiving Your invoice. If You dispute or query an invoice You must submit a written claim for the disputed amount, fully documenting the basis of the claim and providing sufficient evidence and documentation to support Your claim. You remain liable to pay all undisputed amounts.
2. A deposit fee is applicable for all cash and cheque deposits.

ALLOCATED TELEPHONE NUMBERS

1. You are entitled to port Your number/s in accordance with the rules of any applicable regulator or authority (for example, ICASA).
2. You are not permitted to use a number in any geographical area other than the geographical area to which the number is assigned.
3. The rights in geographic specific numbers from the national numbering range (for example, 021 or 031) will be deemed to be those of the Customer in accordance with ICASA regulations and may be ported prior to termination of this Agreement.
4. As per ICASA regulation, Section 69 of Act No. 36 of 2005, calls using 086 or international numbers as their CLI to local numbers will be blocked.

GEOGRAPHIC NUMBER PORTING

1. Euphoria helps facilitate geographic number porting from fixed line number operators as well as their registered service providers and Qualified ECNS operators as defined by ICASA. This porting can take between 7-21 days to complete and is entirely dependent on the porting authority and Your current service provider.
2. Due to the importance of porting telephone numbers, it is critical that You test Your ported numbers from all networks in order to establish if there are any issues. Any issues after porting has taken place must be reported to Euphoria Telecom.
3. It is Your responsibility to ensure all services no longer required are cancelled with Your current provider. Euphoria Telecom will not be liable for any charges incurred from Your current provider due to services not being cancelled. Euphoria Telecom cannot cancel any services on Your behalf nor can We advise on which services to cancel. Cancellation of services is between You and Your current provider.
4. Services should only be cancelled with Your current service provider once Your number(s) have Ported to Euphoria Telecom and have been tested. Should You cancel Your services before the porting process has taken place Your number(s) will be lost.

BREACH

Either party may, on giving ten (10) days' written notice of breach, terminate this Agreement unless the party receiving the notice cures the breach within the ten (10) day period. On termination, You must pay Euphoria Telecom for all Services rendered and expenses incurred by You prior to the date of termination.

LIMITATION OF LIABILITY

1. Euphoria Telecom will not be liable to the Customer, its employees, agents or subcontractors or any third party for any consequential, indirect, special or incidental loss or damage of whatsoever nature and howsoever arising. This includes but will not be limited to loss of property or loss of profit, business, goodwill, revenue or anticipated savings or any costs, claims or demands whether out of breach of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability, in delict or otherwise, whether asserted against Euphoria Telecom or against the Customer by any third party and whether based on or in relation to this Agreement, any Service or supply of ancillary product, the rendering or non-rendering of the Services, withdrawal or suspension, or otherwise.
2. Euphoria Telecom depends on third-party providers, directly or indirectly, to provide its services. To the extent permitted by law, the Customer agrees not to hold third-party service providers liable for damages, losses, costs or expenses for any consequential, incidental or indirect losses or for any loss of profits, business, income or interest, or in respect of any claims by third parties arising from or in connection with any act, omission, neglect or default of a third party provider, or Euphoria Telecom where this is a direct result of the third party provider act or omission, neglect or default.
3. Your exclusive remedy for any claim arising out of this Agreement is for Euphoria Telecom to return the Services Fees paid to it by You in the 6 (six) months immediately preceding the event that gave rise to the claim.

GENERAL RIGHTS AND OBLIGATIONS

1. Neither the Customer nor Euphoria Telecom are legally obliged to comply with any express or implied term, condition, undertaking, representation, warranty, or promise not recorded in this Agreement.
2. This Agreement replaces any arrangement or understanding held by the parties before the commencement of this Agreement.
3. No amendment, addition or consensual cancellation of this Agreement will be binding unless it is recorded in writing and signed by the Customer and Euphoria Telecom.
4. If Euphoria Telecom brings legal proceedings against the Customer to enforce payments of amounts owed to it, the Customer will be responsible to pay all costs Euphoria Telecom incurs in collecting the payment.
5. Neither party will lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.
6. The Customer and Euphoria Telecom agrees to accept any notice and legal processes at the address indicated on the front page of this Agreement.
7. Euphoria Telecom agrees to keep all information it has obtained regarding the Customer confidential and will only use such information for the purposes of providing services and conducting the necessary credit checks. You also agree that Euphoria Telecom may make use of and reference our service to You for the preparation and publishing of case studies, which we may make available on our website and/or make to other clients and potential clients, awards submissions, the production, display and publication of credential decks, video showreels and other Euphoria Telecom marketing materials.
8. Should this Agreement be cancelled the Customer will remain liable for any contractual 3rd party services which the Customer has entered into for the duration of the 3rd party service contract.

PROVISIONS APPLICABLE TO EQUIPMENT

Details of the Equipment supplied to You will be recorded in the invoice supplied to You in respect thereof.

DELIVERY

Delivery of any Equipment supplied to You takes place at Euphoria Telecom's premises on collection by You, Your appointed courier or a courier appointed by Euphoria Telecom the cost of which will be for your account. If We install the Equipment for You then delivery takes place on the day of installation

USE AND MAINTENANCE

- When You rent Equipment from Euphoria Telecom You acquire a right of use of the equipment for the duration of this Agreement.
- You agree to give us reasonable access to the Equipment for maintenance of and proper running of the Service under this Agreement.
- You agree to maintain the Equipment in good condition and protect it from damage or destruction.
- On termination of this Agreement, You must immediately return all Equipment to our premises.

RETURNS

- The Equipment is provided "AS IS" and Euphoria Telecom specifically disclaim any warranty of fitness for a particular purpose, functionality or merchantability other than the repair or replacement warranty set out in this clause.
- Euphoria Telecom will, subject to stock availability, fix or replace any defective Equipment purchased or rented by You and returned to us within 7 (seven) days of purchase/supply.
- Hardware is to be returned in the original packaging with all the components.
- All courier costs related to the exchange/return of hardware will be for your account, alternatively you can return the hardware to Euphoria Telecom's offices..
- Euphoria Telecom will not be obliged to repair or replace any Equipment if it has not been treated according to the handling and installation instructions, has been tampered with or misused or returned outside of the manufacturer's warranty period.