

TRUTEQ WIRELESS (PTY) LTD

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CONDITIONS FOR USING THE TRUTEQ WIRELESS MESSAGING INFRASTRUCTURE

- 1) These conditions are an annexure to the TruTeq Conditions and Terms of Sale. Where this annexure contradicts the Conditions and Terms of Sale, this annexure shall prevail.
- 2) The customer agrees to abide by the code of conduct of WASPA (Wasp Association of South Africa) as updated from time to time on the WASPA web site: <http://www.waspa.org.za/code/codeconduct.shtml> and accepts full liability of fines levied by WASPA should the customer breach the code of conduct.
- 3) The income accrued from premium rated services will not be offset against any accounts payable.
- 4) TruTeq will pay the income accrued from premium rated services within 7 days of receiving said income from the relevant network operators.
- 5) The customer must raise any disputes with regards to volumes of messages sent or received within 7 days of receiving an invoice. After this period, the information as supplied by TruTeq's system will be accepted as being true and fair and will be used for calculating the invoices.
- 6) If a dispute should arise between the customer and TruTeq within the 7 day period anticipated in 4), then the relevant network operator will be consulted in an attempt to get their opinion on the number and type of messages sent or received and that information will be accepted as true and fair and will be used for calculating the invoices. If such information cannot be obtained from the network operator, the information as supplied by TruTeq's system will be accepted as being true and fair and will be used for calculating the invoices.
- 7) In any case, TruTeq will never be liable for any difference between amounts tendered by a network operator for premium rated services and amounts demanded by the customer.
- 8) Should an action be brought against TruTeq due to the customer's use of the system, then the customer agrees to hold TruTeq harmless against such action to the effect that TruTeq will not suffer any losses whatsoever as a result of such action whether it be successful or not.

We, _____ (the customer), accept these conditions as binding. Warranting my authority to sign on behalf of the customer:

Sign: _____

Witness: _____

Name: _____

Witness name: _____

Position: _____

Date: ____ / ____ /2008

Date: ____ / ____ /2008