



## SUBSCRIPTION AGREEMENT

Setcom (Pty) Ltd, Registration no 1998/019352/07,  
 Sandhaven Office Park, 12 Pongola Crescent, Eastgate Ext. 17, Sandton, South Africa, 2199  
 P O Box 5803 Rivonia 2128, Tel (083) 913 0000, Fax (086) 615 1486

### SUBSCRIBER DETAILS

Company name			
Company reg. no		VAT reg. no	
Postal address			
Physical address			
Tel (o/h)		Tel (a/h)	
Fax		Cell no	
E-mail address		Web URL	http://www.
Company or trading name that will be shown to your customers			
Setcom referrer number If you have been referred to Setcom by someone			
<b>Contacts (Mandatory)</b>			
	<b>Name</b>	<b>Tel / Cell no</b>	<b>Email</b>
Business Owner			
ID number			
Accounts contact			
Technical contact			
<b>Banking Details (For receiving SID payments)</b>			
Bank account no		Bank name	
Branch code		Type of Account	
<b>Credit Card Merchant Account Details (For credit card processing)</b>			
E – Commerce merchant a/c no.		Bank name	
Terminal no.			
<b>Technical Implementation Options</b>			
What Operating System are you using? (Windows, Linux, etc.)			
What development language are you using? (MS.Net, ASP, PHP)			

## PRODUCT SELECTION

Please indicate your selection with a tick (✓)

### SID INSTANT EFT PROCESSING

Service	Cost	Description
Set-up	R199	This is a once-off payment for the duration of this Subscription Agreement.
Monthly	R199	The monthly fee includes office hour telephonic support. Made up of R99 Account Fee and R100 per Outlet.
Transaction Fee	1.50%	Transaction fees are charged on the total value of all payments processed.
SMS Delivery Fee	R0.55	SMS fees are charged per notification if the merchant opt for this service.

### CREDIT CARD PROCESSING

Service	Cost	Description
Set-up	R199	This is a once-off payment for the duration of this Subscription Agreement.
Monthly	R199	The monthly fee includes office hour telephonic support. Made up of R99 Account Fee and R100 per Outlet.
Transaction Fee	R1.50	0 to 50,000 @ R1.50 per transaction 50,001 to 100,000 @ R1.25 per transaction 100,001 and more @ R1.00 per transaction  Transaction fees are charged for authorisations, re- authorisations, refunds and declines.
SMS Delivery Fee	R0.55	SMS fees are charged per notification & collection of CVV if the merchant opt for this service.
3D Secure	Free	Not charging yet.

### CREDIT CARD FRAUD SCREENING

Service	Cost	Description
Set-up Fee	R1,499	This is a once-off payment for the duration of this Subscription. Includes initial consultation and fraud rule set-up.
Monthly Subscription Fee	R199	The monthly fee includes one analysis and modification to the fraud rules.
Screening & Device ID Fee	R1.00	Cost per transaction regardless of result.
Additional Modification to Fraud Rules	R99	For additional analysis and modification of the fraud rules.

Note:

- The prices quoted above exclude VAT.
- The prices quoted above exclude bank's merchant fees for credit card and debit card transactions.
- For SID, no additional merchant or acquiring fees are payable to the banks.
- The set-up fee is for software license and activation and DOES NOT include any development, integration or modification of the Subscriber's software, website, systems or infrastructure required in order to activate and implement the e-commerce service.
- Activation is subject to approval by Setcom and/or the merchant bank.
- Billing for monthly subscription fees is in advance. Transaction fees will be billed in arrears.
- Fraud screening is not a guarantee against chargebacks.
- The above prices do not apply to [High Risk Merchants](#). Please contact us for a quote.

## AUTHORISATION FOR DIRECT DEBIT PAYMENTS (MANDATORY)

Account number		Accountholder's name	
Branch code		Branch name	
Type of account		Bank name	
Person responsible for payment		E-mail of responsible person	

I, \_\_\_\_\_ (name in block capitals), hereby authorise Setcom to withdraw from the bank account detailed above, subscription fees and transaction fees for the e-commerce service referred to in this Subscription Agreement for the period that this Agreement is in force. All such withdrawals from the above bank account by Setcom shall be treated as though they had been signed by the Subscriber personally.

The Subscriber agrees to pay any bank charges relating to this direct debit authorisation. This authority may only be cancelled by the Subscriber with the written consent of Setcom. The Subscriber shall not be entitled to any refund of amounts which Setcom has withdrawn while this authority was in force if such amounts were legally owing to Setcom.

I have read, and understood and agree to the subscription terms and conditions as set out on the terms and conditions page. I warrant that I am duly authorised to sign this Subscription Agreement and to authorise direct debit order payments in respect thereof. (NB If the Subscriber is a minor, evidence of parent or guardian's permission is required.)

Signature \_\_\_\_\_ Place \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

## DEED OF SURETYSHIP (MANDATORY)

1. I/We the undersigned:

	Full Name	Identity Number	Signature
1			
Address:			
2			
Address:			
3			
Address:			

2. I/We each bind ourselves in my/our private and individual capacities as sureties for and co-principal debtors with the Subscriber in favour of SETCOM (PROPRIETARY) LIMITED ("Setcom") for the due performance of any obligation of the Subscriber to Setcom and for the payment to Setcom by the Subscriber of any amounts which may now or at any time be or become owing to Setcom by the Subscriber.
3. I/We agree and declare that this suretyship shall remain in full force and effect as a continuing covering suretyship for so long as any amounts shall remain owing by the Subscriber to Setcom and notwithstanding the temporary extinction of the Subscriber's indebtedness to Setcom.
4. I/We renounce the benefits of the following legal exceptions:
  - a. Excussion – the right to require Setcom to first proceed against the Subscriber for payment of any debt owing to Setcom before proceeding against any surety;
  - b. Cession of Action – the right to require Setcom to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
  - c. The Benefit of simultaneous citation and division of debt – the right of a co-surety to be liable only for his/her pro rata share of the principal debt;
  - d. The right to an accounting from Setcom;
  - e. No cause of debt – the defence that there are no grounds for a debt;
  - f. Error in calculation – the right to dispute the manner in which the indebtedness has been calculated or that it has been calculated correctly;
  - g. No value received – the defence that the surety or Subscriber received no benefit; with the full meaning and effect of which I/we declare myself/ourselves to be acquainted.
5. All admissions and acknowledgements of indebtedness by the Subscriber will be binding upon me/us.
6. If there is provision in the suretyship for signature by more than one person and one or more of those persons do not sign the suretyship, that fact shall not affect the liability of the person/s who does/do sign this suretyship. Each person by their signature hereto creates a separate and distinct and independent contract of suretyship.
7. Setcom shall be entitled, without prejudice to its rights and without detracting from any person's liability hereunder, to release any securities or sureties given to it or to obtain additional security or suretyships.
8. A certificate issued by any director of Setcom shall constitute *prima facie* proof of the amount of Setcom's claim against me/us.
9. I/We hereby choose my/our *domicilia citandi et executandi* for all purposes under this suretyship at the addresses set out herein above.
10. I/We shall be liable for Setcom's legal fees in the event of Setcom instituting action against me/us on an attorney and own client scale including counsel's fees on brief, tracing agent's fees and collection charges.
11. This suretyship constitutes the entire agreement between me/us and Setcom and no variation thereof shall be of any force or effect unless reduced to writing and signed by all parties hereto.
12. No indulgence or relaxation granted by Setcom to me/us shall prejudice or affect Setcom's rights in terms of this suretyship.
13. The laws of the Republic of South Africa shall govern the validity, interpretation, enforcement and performance of this suretyship.

Dated at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses

Witness Signature

1. Name: \_\_\_\_\_

\_\_\_\_\_

2. Name: \_\_\_\_\_

\_\_\_\_\_

# SETCOM SUBSCRIPTION TERMS & CONDITIONS

1. Setcom (Proprietary) Limited ("**Setcom**") shall provide to the Subscriber the e-commerce service selected by the Subscriber, as indicated on page 2 hereto.
2. Activation of the e-commerce service is subject to the prior approval of the relevant acquiring bank and Setcom approving a virtual merchant account for the Subscriber.
3. The effective date of this Subscription Agreement is the date of signature hereof by the Subscriber.
4. The set-up fee is due and payable in advance, when this Subscription Agreement is entered into.
5. This Subscription Agreement shall endure for a period of 12 months ("**Initial Period**") commencing on the effective date and shall continue thereafter until one party furnishes the other with one month's written notice of cancellation of this Subscription Agreement, in which case this Subscription Agreement will expire of the last day of the notice month.
6. Subscription fees are due and payable monthly in advance and shall be paid by the Subscriber by direct debit payment on the 3rd day of each month to which the subscription fees relate for the duration of this Subscription Agreement. Transaction fees over and above the transactions included in the monthly subscription fees shall be paid monthly in arrears by direct debit payment on the 3rd day of each month following the month to which the transaction fees relate for the duration of this Subscription Agreement.
7. A period of 30 days from the effective date is allowed for implementation of the e-commerce service. Invoicing will commence on the 1<sup>st</sup> day of the month following the expiration of the 30 day period allowed for implementation.
8. The Subscriber is liable for all development, integration or modification costs associated with the implementation of the e-commerce service(s).
9. The Subscriber shall have access to Setcom's telephonic technical support for the e-commerce service.
10. All prices in this Subscription Agreement are exclusive of Value-Added-Tax ("VAT") and VAT shall be automatically added to each monthly payment to be withdrawn from the authorised bank account of the Subscriber. The Subscriber will be provided with a detailed monthly invoice.
11. Setcom reserves the right to increase its fees on the expiry of the Initial Period by giving the Subscriber proper written notice of such increase, in which event the increased fees will come into effect on the 1st day following expiration of the Initial Period.
12. Setcom shall not be liable to the Subscriber for any damages or loss of whatever kind arising out of or in connection with any act or omission of Setcom, its employees, agents or representatives that is related in any way to the execution and/or implementation of this Agreement unless such loss was occasioned by the grossly negligent or wilful act or omission of Setcom. Notwithstanding the foregoing, Setcom shall not be liable for any loss of profit or revenue, indirect, special or consequential loss or damages of whatever kind, whether arising in contract, delict or otherwise, suffered by the Subscriber in connection with or arising out of this Agreement. In no event will Setcom's aggregate liability in respect of any claims relating to this Subscription Agreement exceed the transaction fees paid or payable by the Subscriber to Setcom for the 12 (twelve) month period immediately preceding the date on which the claim arose. Notwithstanding the foregoing, Setcom does not exclude or limit its liability, if any, for any matter for which it would be illegal for Setcom to do so and this clause 12 shall always be interpreted in accordance with and subject to this overarching proviso.
13. To the maximum extent permitted by law, Setcom gives no warranties or representations, express or implied, statutory or otherwise, with regard to the e-commerce service.
14. Setcom has no obligation to produce improvements or upgrades to the e-commerce services however if it does make such upgrades or improvements commercially available, same shall be provided to the Subscriber. The Subscriber acknowledges that if Setcom makes upgrades or improvements commercially available, it may be necessary for the Subscriber to implement such improvements or upgrades in order to continue utilising the e-commerce service.
15. If the Subscriber fails to pay any fees to Setcom by their due date, or breaches any of the provisions of this Subscription Agreement, or is placed into liquidation or sequestration, whether provisional or final, or commits an act of insolvency or steps are taken against it or by it to commence business rescue proceedings, Setcom has the right, without prejudice to any other rights that it has in law, to:
  - a. claim specific performance of the Subscriber's obligations under this Subscription Agreement whether or not same are due for performance; or
  - b. immediately terminate this Subscription Agreement,and in both cases Setcom shall be entitled to claim from the Subscriber whatever damages or loss it has suffered.
16. In the event that the Subscriber cancels this Subscription Agreement prior to the expiry of the Initial Period, the Subscriber shall be liable to pay Setcom an amount equal to (i) if the Subscriber is an individual 75% or (ii) if the Subscriber is not an individual 100% of the subscription fees and transaction fees (calculated with reference to the highest monthly amount paid by the Subscriber to Setcom during the 6 months preceding the date of such cancellation) multiplied by the number of months remaining until the expiry of the Initial Period, or any lesser amount as determined by Setcom.
17. The parties choose as their *domicilia citandi et executandi* for all purposes under this Subscription Agreement, the addresses set out on the first page hereof.
18. This Subscription Agreement shall be governed by the laws of the Republic of South Africa.
19. This Subscription Agreement constitutes the whole agreement between the parties and no amendment or consensual cancellation hereof or waiver or relaxation or suspension of any of the provisions hereof shall be binding unless reduced to writing and signed by the parties. Any relaxation or indulgence granted by one party to the other will not prevent the first party from exercising its rights under this Subscription Agreement at a later stage.
20. Should any of the provisions of this Subscription Agreement be held to be invalid, unlawful or unenforceable, such provisions will be severable from the remaining provisions, which will continue to be valid and enforceable.
21. In the event that a party successfully enforces or defends its rights in terms of this Subscription Agreement, that party shall be entitled to recover from the other party its legal fees on the attorney and client scale, including fees of counsel on brief, tracing agents fees and collection charges.
22. The Subscriber may not cede its rights or assign its obligations under this Subscription Agreement without the prior written consent of Setcom. Setcom shall be entitled to cede its rights or assign its obligations under this Subscription Agreement without requiring the written consent of the Subscriber if such cession or assignment does not prejudice the Subscriber. Should such cession and/or assignment take place, such cessionary shall also be entitled to enforce its rights hereunder against the Subscriber in respect of the services that it provides to the Subscriber.

I, \_\_\_\_\_ (name in block capitals), have read, and understood and agree to the terms and conditions of this Subscription Agreement. I warrant that I am duly authorised to sign this agreement on behalf of the Subscriber.

DATE

PLACE

SIGNATURE

## FICA DOCUMENT CHECKLIST (MANDATORY)

Please fax through a copy of the following documents with your subscription agreement

- Company or close corporation registration document
- Identity document of all Director(s) of the company or Member(s) of the close corporation
- Bank statement containing the account holder's name, account number and branch code (not older than 3 months)
- Utilities bill containing the physical address (not older than 3 months)

## THIRD PARTY SPECIAL OFFERS

*Please indicate your selection with a tick (✓)*

- Yes, I would like to take advantage of the special courier pricing from Internet Express, please ask them to contact me.

***Our fax number is (086) 615 1486***