



JEFFREYS BAY

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ST FRANCIS BAY

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 ADDRESS: Shop 39 • The Village Square • St Francis Bay • 6312 **TRUE TECHNOLOGIES ON THE WEB**

facebook.com/TrueTechnologies • www.true.co.za

MEMORANDUM OF AGREEMENT

FIBRE TO THE BUSINESS*

*Subject to availability by preferred provider

FTTB CONTRACT TERM: MONTH TO MONTH WITH 30-DAY NOTICE

MetroFibre

≡ **LAYER 3 (router provided and managed by Metrofibre)**

Package (Please select)	Speed	Monthly fee
<input type="checkbox"/> MFTTB 25	25 Mbps	R 875
<input type="checkbox"/> MFTTB 50	50 Mbps	R 1050
<input type="checkbox"/> MFTTB 100	100 Mbps	R 1 295
<input type="checkbox"/> MFTTB 200	200 Mbps	R 1 435
<input type="checkbox"/> MFTTB 500	500 Mbps	R 1 600
<input type="checkbox"/> MFTTB 1000	1Gbps/500Mbps	R 1 750

≡ **LAYER 2 (router provided and managed by TrueWAN)**

Package (Please select)	Speed	Monthly fee
<input type="checkbox"/> MFTTB 25	25 Mbps	R 840
<input type="checkbox"/> MFTTB 50	50 Mbps	R 980
<input type="checkbox"/> MFTTB 100	100 Mbps	R 1 150
<input type="checkbox"/> MFTTB 200	200 Mbps	R 1 260
<input type="checkbox"/> MFTTB 500	500 Mbps	R 1 400
<input type="checkbox"/> MFTTB 1000	1Gbps/500Mbps	R 1 550

Contract: 1 year / 30-day notice
Activation fee: R850 (free-to-use router included)
Install fee: R1 500 for new Fibre Termination Point* / FREE for existing
FTP Includes: 1 × Static IP, 10:1 contention, 24/7 SLA, 96% availability

open serve

≡ **LAYER 3 (router provided and managed by Openserve)**

Package (Please select)	Speed	Monthly fee
<input type="checkbox"/> OFFTB 30	30/30 Mbps	R 475
<input type="checkbox"/> OFTTB 50	50/25 Mbps	R 690
<input type="checkbox"/> OFTTB 100	100/50 Mbps	R 830
<input type="checkbox"/> OFTTB 200	200/100 Mbps	R 1055
<input type="checkbox"/> OFTTB 500	500/250 Mbps	R 1350

Contract: 1 year / 30-day notice
Activation fee: R850 (free-to-use router included)
Install fee: R1 500 for new Fibre Termination Point* / FREE for existing
FTP Includes: 1 × Static IP, 10:1 contention, 24/7 SLA, 96% availability

TrueWAN Wireless Failover for FTTB
 (line of sight required)

Wireless Failover Installation Fee*: R750
Failover Monthly Fee: R150
 Includes 5–10Mbps failover speed
 Speed upgrades during fibre outages are charged pro-rata based on the selected Wireless package.

TELEPHONE/TRUEVOIP (VOICE OVER INTERNET PROTOCOL)

FREE CALLS BETWEEN TRUEVOIP NUMBERS!

- R70 VoIP monthly
- R 130 VoIP + Recording monthly fee: Incl. 60 days call recording.

- PORTING/TRANSFER (once off)
- To complete Porting forms (available on request)

OTHER SERVICES

- R 50/m** Static Public IP for Cameras/Gaming
- R200/m** VPN/EOIP Link per premise - per Mbps (1-5Mbps)
- R 60/m** Mail Domain Hosting: incl. 10 mailboxes & Yearly fee
- R 200** Website Domain Registration/Transfer

Initials

MEMORANDUM OF AGREEMENT

The parties:

SERVICE PROVIDER: True Technologies CC

VAT Reg. No: 4220189015

And

THE CUSTOMER

CUSTOMER DETAILS

Full Name:		ID / Co Reg No:	
E-mail (Accounts):		Phone Number:	
VAT Number		Cellular Number:	
Installation address			
Additional Install Address:			
Postal Address:			

DEBIT ORDER DETAILS (only complete if paying by debit order)

ACCOUNT HOLDER AND BANKING DETAILS

This authority and electronic mandate payment instruction is given by:

DEBIT ORDER BANK DETAILS

Account holder Name:		Physical address	
Name of Bank:		Contact number	
Account Number:		Account Type	
Account Name:		Branch Code & Name:	

To True Technologies cc.

Physical address Shop 3, Fountains Estate, Blaaukrans Street, Jeffreys Bay, 6330

AUTHORITY FOR PAYMENT INSTRUCTIONS

I/We authorise Netcash (acting on behalf of True Technologies CC) to issue payment instructions to my/our bank for collection from the account stated above. Payment amounts will match my/our obligations under the Agreement and Contract Reference Number, which must appear on this form and on every instruction issued.

PAYMENT SCHEDULE AND PROCESSING

I/We agree that the first payment instruction will be issued and delivered on _____ (date), and thereafter monthly on the selected debit date below (please tick):

Debit Date (select one):

<input type="checkbox"/> 1st day of the month	<input type="checkbox"/> Last day of the month (for the following month's instalment)
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If the debit date falls on a weekend or public holiday, the debit will be processed on the next business day. If funds are insufficient, True Technologies CC may represent the debit once funds are available. A R50.00 fee applies to any unpaid or returned debit order.

Payment instructions will continue until the Agreement is fully paid, or until cancelled by me/us via 20 (twenty) working days' written notice by registered post or delivery to the address above.

MANDATE

I/We acknowledge that payment instructions issued by True Technologies CC will be treated by my/our bank as if issued by me/us personally. Each debit will appear on my/our bank statement with the Contract Reference Number. Debits are processed electronically via the South African banking system. No refund is due for amounts lawfully owed to True Technologies CC. I/We will not be entitled to a refund of any amounts debited while this authority is in force, if those amounts were legally due and owing to True Technologies CC.

CANCELLATION

Canceling this authority does not cancel the Agreement — I/we remain liable for all amounts owing. Amounts lawfully debited cannot be reclaimed.

SIGNATURE

By signing below, I/we confirm that I/we have read, understood and agree to the above authority and mandate.

Signed at (Place)	
Date	
Signature	

For True Technologies	
Name	
Signature	

Initials

TERMS & CONDITIONS OF SERVICE

1. BILLING AND PAYMENT

- **Monthly invoices are issued on the 1st** working day of every month and fees are **due by the 1st** of each month if choosing to pay via EFT.
- If payment is not received by the 1st day of the month, a payment reminder will be sent to the client. If payment is still outstanding after the 2nd payment reminder, fibre services will be suspended until full payment is received.
- **The service provider will send an invoice for installation and any equipment purchased along with a pro-rata cost of the service from date of installation.**
- **Fees are PRE-PAID, invoiced and payable in advance for each month**, except VOIP calls, faxes and pro rata usage for activations after month-end.
- No payments already made to the service provider are refundable. The service provider is entitled to any rates increase/ decrease and will notify the customer via email. The customer will not be entitled to withhold or reduce any payments withheld or hold the service provider liable for damages in case of disruption, delay or suspension of service for whatever reason.

Initial



2. YOUR RESPONSIBILITIES

You agree to use the service and equipment only for lawful purposes, including respecting intellectual property and copyright. You may not modify or tamper with any equipment. You are responsible for ensuring everyone who uses your connection — including children — does so within these terms. For child safety guidance, visit www.true.co.za/support/protection.

3. OUR SERVICE COMMITMENT

We will do our best to keep your service running reliably. We may occasionally need to suspend the service briefly for maintenance or upgrades and will try to give you advance notice when possible. We are not liable for any loss or damage resulting from planned maintenance interruptions.

- All FTTB services are **best-effort** — actual speeds, consistency, and performance depend on network load, shared infrastructure, and external factors. No guarantees on Wi-Fi performance (affected by your environment, devices, or CPE).
- Please request a copy of our Service Level Agreement for more information.
- The customer accepts and agrees that it shall not have any claims for damages, losses or the like against True Technologies cc, nor will the customer be entitled to withhold payment for any temporary service failure or malfunction or loss of data or content or failure of the network, facilities, services, or coverage.

4. WHAT YOUR INSTALLATION INCLUDES

- A Termination Point (TP) — a small box inside your home connecting to the fibre network, managed by the Fibre Network Operator (FNO) including trenching up to 20m.
- An Optical Network Terminal (ONT) - managed by and remains the property of the FNO
- A free-to-use True Technologies fibre router — connects your home network via wired and Wi-Fi
- Free on-site router installation, Wi-Fi coverage check, and basic advice
- Up to 10m of CAT5 cable.

Please note: After the FNO completes their work, router installation and configuration takes approximately 2–3 business days. Billing starts on a pro-rata basis only once the service has been tested and activated.

Not included — and quoted separately: fibre activation fees, extra internal equipment, extra cabling beyond 10m, Wi-Fi hotspots, VoIP setup, special mounts, and any computer or IT troubleshooting.

5. EQUIPMENT OWNERSHIP

The CPE, POE, RB750, and fibre router remain True Technologies' property and must be returned in good condition on service termination. The ONT and TP remain the property of the FNO. The customer is responsible for insuring all True Technologies equipment against theft or accidental damage. Uninsured losses will be billed. True Technologies will maintain and update firmware on all its equipment. CPEs older than 3 years requiring upgrade will incur an upgrade cost. All other purchased equipment transfers to the customer once fully paid.

6. FAULTS AND TECHNICAL SUPPORT

Our network responsibility ends at the Fibre Termination Point and router. Everything beyond that is your responsibility.

Any qualified IT technician can assist with internal network issues.

TO LOG A FAULT, contact us at 042 293 4168 or support@truewan.co.za with your account number and a description of the problem. We will first attempt to diagnose the connection remotely. If no fault is found on our side, a call-out fee will apply. Free support covers your True Technologies connection only — computer, software, printer, and other IT issues are chargeable at normal rates. Equipment damaged outside of warranty coverage (e.g. due to lightning, surges, or customer fault) will be billed to the customer.

Initials

7. ACCEPTABLE USE

You may not use the service to access or share illegal content, send spam, infringe copyright, or carry out any malicious online activity. Breaches may result in the removal of offending content, immediate suspension, or termination of your service. Please refer to our full Acceptable Use Policy (AUP) on the True Technologies website.

8. CANCELLATION Either party may cancel with 30 days' written notice. We may cancel immediately for non-payment, serious breach of these terms, or illegal use of the service. All True Technologies equipment must be returned promptly and in good condition upon cancellation. We will arrange a time for collection. If the customer does not cooperate, we reserve the right to remove equipment without consent, and the customer indemnifies True Technologies against any trespass claims.

9. YOUR PRIVACY We collect and use your personal information only to deliver and manage your service, in accordance with the Protection of Personal Information Act (POPIA). We will not sell or share your information with third parties without your consent. Please read our full Privacy Policy at www.true.co.za.

10. OUR LIABILITY Our liability to you is limited to one month's subscription fee. We are not liable for any indirect losses such as lost income, lost data, or business disruption.

11. CHANGES TO THESE TERMS

We may update these terms from time to time. Updated terms will be posted at www.true.co.za. Continuing to use the service means you accept the updated terms.

12. DISPUTES

If a dispute arises, both parties agree to first try to resolve it through direct negotiation. If unresolved, South African law applies and the matter may be referred to the Magistrate's Court.

13. CUSTOMER ACKNOWLEDGEMENTS

- The fibre router, CPE, POE, and RB750 remain True Technologies' property and must be returned in their original condition upon cancellation.
- The customer is liable for any equipment damage, destruction, or theft, including from lightning or electrical surges.
- The service provider will arrange equipment collection; if the customer does not cooperate, the provider may remove equipment without consent, and the customer indemnifies the provider against trespass claims.
- The customer may not remove or interfere with any True Technologies equipment.
- You may not transfer your rights or obligations under this agreement without our written permission. We may transfer ours to another party.
- Amendments require written agreement signed by both parties.
- No delay constitutes a waiver of the provider's rights.
- The service provider may amend conditions of service at any time; the latest version applies to the existing agreement.

By signing this agreement you confirm that you have read and understood these Terms and Conditions.

RICA: DOCUMENTATION REQUIRED BY LAW

• Individuals	• Juristic person (Companies, CCs, Trusts, etc.)
<ul style="list-style-type: none">• Certified copy of your Identity Document (ID) / Passport (stamped by a commissioner of oaths. A certified copy can be made in store if applying at the service provider.)• Proof of address (of installation address) - such as a recent utility bill, a property purchase or rental agreement or affidavit). The PoA needs to include the Name, residential and postal or business address.	<ul style="list-style-type: none">• Name of juristic person, Business address & registration number (if registered).• CIPC Company registration document• A resolution letter on the official business letterhead, selecting a representative. Please provide Name, identity number, residential and postal or business address of the Representative• Certified copy of identity document (not older than 3 months) of the said representative

<u>Signed at</u>		<u>Date</u>	
<u>Customer Name</u>		<u>Customer Signature</u>	
<u>Witness Name</u>		<u>Witness signature</u>	
<u>True Technologies: Name</u>		<u>True Technologies Signature:</u>	