

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions (the "Agreement") between the "Lessee" and WORK WITH ME™ cc Call Center (hereinafter referred to as "WORK WITH ME™") being the parties involved.

1 GENERAL

This Agreement read together with any Annexure thereto, constitutes the whole Agreement between the Parties in regard to the subject matter thereof and supersedes all prior and contemporaneous negotiations, discussions, promises, representations, agreements and undertakings of the Parties with respect thereto. The Lessee's order will be binding on WORK WITH ME™ only when WORK WITH ME™ has received a signed registration form from the Lessee. The execution of such order shall be subject to the availability of resources (such as available telephone line) and to the creditworthiness of the Lessee. After acceptance by WORK WITH ME™ this order may not be cancelled or altered in part or in full, unless both Parties agree thereto in writing.

2 INDEMNITY

The Lessee hereby indemnifies WORK WITH ME™ and hold WORK WITH ME™ harmless against any claims or actions resulting from any loss, damage or liability resulting from, or arising out of Power Failures, Internet Connection Failures, Mobile Services & Network Failures, Telecommunications Failures or Call Center Equipment Failures.

3 FINANCING

WORK WITH ME™ reserves the right to make whatever enquiries it deems necessary in assessing the creditworthiness of the Lessee. If credit is approved WORK WITH ME™ is entitled to register details about the conduct of the Lessee's account at any credit bureau. WORK WITH ME™ is only prepared to execute an order subject to the Lessee being creditworthy and for as long as he stays creditworthy.

4 OWNERSHIP

WORK WITH ME™ shall be the owner of the telephone number, mail box and email address at all times.

5 RATES

Rates quoted are inclusive of Value Added Tax (VAT). Price Lists distributed from time to time by WORK WITH ME™ are for information only and do not constitute offers to act. A tender/quotation shall only be a valid contract after receipt of the Lessee's written acceptance of such tender/quote and provided that the Lessee is found to be creditworthy.

6 TERMS OF PAYMENT

WORK WITH ME™ normal term of payment is via debit order or EFT payable monthly. Any service agreement entered into during a given month will be charged for on a pro-rata rate calculated on amount of days left in the month and payable at the end of that month. Services exceeding quotas as per chosen package will be calculated from the 26th of the previous month to the 25th of the current month and added to the debit order for payment in the new month. Should WORK WITH ME™ sue the Lessee for payment of an amount owing on any service agreement, or for debt, or should judgment be entered against the Lessee or, should the Lessee be in default of payments to WORK WITH ME™ in terms of any contract, or should WORK WITH ME™ at any time be dissatisfied with the financial position of the Lessee, WORK WITH ME™ may refuse further services under this or any other contract and may at its option enforce immediate payment for the whole or part of any amount outstanding, notwithstanding any agreement for credit.

7 INTEREST ON OVERDUE ACCOUNTS

Should the Lessee fail to settle this account in full on the date as agreed, WORK WITH ME™ will be entitled to charge compound interest at the maximum rate as provided for by the National Credit Act, as amended, on the amount owing. Said interest will be calculated monthly from the date on which payment is claimable and payable to date of full settlement of the account.

8 CONFIDENTIALITY

Work With Me™ undertakes to treat, protect, and safeguard as proprietary and confidential all confidential information disclosed to it under this agreement, not to use, either directly or indirectly, except with the client's specific prior written authorisation, any of the confidential information other than for the purpose for which it has been disclosed in connection with the performance of the services, and not to disclose the confidential information to any third parties.

9 LEGAL COSTS

In the event of WORK WITH ME™ taking legal steps against the Lessee to recover monies owing to it, the Lessee shall pay all tracing, collection and legal costs (as between attorney and client) incurred by WORK WITH ME™ in its efforts to recover such monies.

10 JURISDICTION

The Parties consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that the amount owing may exceed the jurisdiction of the Magistrate's Court as set out in the Magistrate's Court Act, 1944 (Act 32 of 1944), as amended. WORK WITH ME™ may however, notwithstanding the above at its discretion institute action in the High Court.

11 FUTURE TRANSACTIONS

Unless agreed to in writing by both Parties, all services henceforth made by WORK WITH ME™ to the Lessee as well as all amendments to exciting orders as requested by the Lessee shall be subject to the terms and conditions contained herein, regardless of the fact that such order was placed in writing, in person or by telephone.

12 PERSONAL LIABILITY

In the case of the Lessee being a legal person, the person who signs this application form, binds him-/herself as co-principal debtor to WORK WITH ME™ for the due fulfillment of all liabilities of the legal person's obligations and liabilities towards WORK WITH ME™.

PLEASE INITIAL THAT YOU HAVE READ AND UNDERSTOOD THE ABOVE AND FAX BACK TOGETHER WITH YOUR APPLICATION. IF WE DO NOT RECEIVE THIS BACK WITHIN 24 (TWENTY FOUR) HOURS AFTER WE RECEIVE YOUR REGISTRATION FORM, WE SHALL REGARD IT AS ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS.