



Virtual Airtime Outlet Agreement
Between
Provide A Voucher (PTY) Ltd
And

1. PERIOD OF OUTLET AGREEMENT

1.1 This Outlet Agreement shall commence on the date of last signature of this Outlet Agreement and shall continue indefinitely until terminated by either party.

2. TERMS AND CONDITIONS

2.1 The owner of the Outlet is required to provide proof of ID or Passport and Proof of Physical Address. If a change in ownership of the Outlet takes place; the PAV Agent must be notified, and the new owner must complete an Outlet Agreement and provide proof of Identity and physical address.

2.2 Provide a Voucher offers discounted services to the Outlet in good faith and the Outlet purchases it on this basis

2.3 Provide A Voucher will provide the Outlet with a unique reference number to be used for bank deposits.

2.4 Provide A Voucher shall provide a telephone number 0118805175/0320 for the purposes of transaction queries. This facility is operational during office hours, Mondays to Fridays (8:00am to 5pm) excluding public holidays. After hours support on a Saturday will be from 8:30am – 12:30pm, Public holidays 11am - 12:30pm and it will be for failed deposit queries only by calling your Agent before 12:30pm

2.5 Credit will only be applied, provided the correct reference number appears on the Provide A Voucher bank account. (taken out or electronic transfer?) This is an automated process and will reflect on your Terminal. Provide A Voucher cannot take responsibility if the reference is not reflected correctly and if the banking facilities are off line. It is the Outlets responsibility to inform PAV should the deposit made not reflect on the Terminal.

2.6 If at any stage credit has been duplicated and issued twice to the Outlet, the Outlet is liable for the credit given as per the sales generated from the credit.

2.7 The minimum deposit of R500 (five hundred rand) is required for credit to sell airtime & electricity. Deposit's less than R500 will not be automatically processed and can only be processed by calling the office during office hours

2.8 Cash, Electronic Transfers and ATM Transfer are accepted. No Cheques Accepted.

3. OBLIGATIONS OF OUTLET

3.1 The Outlet shall always act in good faith in carrying out its rights under this Outlet Agreement and shall do its utmost to avoid bringing the name of Provide A Voucher into disrepute.

3.2 A data Sim card is provided by PAV for the exclusive use to operate the POS (Point of Sale) Terminal.

3.3 Should the Outlet use the Sim card for private use, it will be cancelled, and all relative chargers will be charged to the client.

3.4 Should the POS Terminal be lost or stolen, the Outlet must report this occurrence to PAV or the Agent immediately and to the nearest police station and obtain a case # number, within 24hrs.

3.5 A stolen Terminal requires the outlet to pay the full replacement value to PAV within 7 days of it been stolen, unless the terminal is purchased by the client.

- 3.6 The Outlet shall ensure that the POS Terminal is only used with due skill and care in accordance with PAV specifications. The Outlet shall not alter or modify the POS Terminal or use it for any other purposes other than vending PAV products. If the POS Terminal is damaged by the Outlet using any other charger/s than the one provided, the Outlet shall be responsible for the repair/replacement of the POS Terminal. The Outlet will be charged a repair/replacement cost of the charger/battery, if damaged due to negligence.
- 3.7 The Outlet indemnifies PAV against any claim of any nature whatsoever which may at any time be made against PAV arising from or connected directly or indirectly with the POS terminal or the use or possession thereof.
- 3.8 The Outlet is required to maintain a constant credit balance to sell airtime and electricity during the Outlets trading hours. The Terminal will be deactivated and removed from the Outlet if no regular deposits are made, unless the Terminal has been purchased by the Outlet.
- 3.9 The client may not sell electricity tokens at a retail price which is greater than that on the face value of the voucher or charge any fee on top of the electricity token value requested by the client. Electricity vending will be disabled if an Outlet is in breach of this clause (3.9).
- 3.10 Under no circumstances shall Provide A Voucher allow any Electricity transaction reversals
- 3.11 The Outlet shall notify the PAV agent or PAV Customer Care without delay should there be any POS Terminal malfunctions.
- 3.12 The Outlet shall ensure that enough thermal paper rolls are kept in stock for the uninterrupted use of the POS Terminal, Paper rolls can be purchased from your Agent
- 3.13 The Outlet is required to ensure that the POS terminal is kept in good working order and in the same condition in which it was received at the time of installation
- 3.14 The Outlet or its cashiers must never issue Pin numbers over the phone to any individual. Provide a Voucher will not accept responsibility for the fraud that could occur in this instance.
- 3.15 It is the responsibility of the client to ensure that all terms and conditions contained herein are read thoroughly and ensure that they have satisfied themselves that Provide A Voucher is their service of choice before they sign the agreement and pay any monies to Provide A Voucher to commence service.
- 3.16 If the Terminal is purchased from Provide A Voucher and the Terminals requires any repairs, the cost of the repairs will be for the owner of the terminal, if the terminal is out of warranty or the repairs are not covered by the warranty.
- 4. PROVIDE-A-VOUCHER POS ADMIN FEES AND OTHER FEES**
- 4.1 A client selling less than R11,500.00 Incl Vat Airtime Sale per month is required to purchase the POS Terminal for the quoted price.
- 4.2 If the Outlet does not achieve a Minimum of R11,500.00 Incl.Vat Airtime or R22,800.00 Electricity (Incl.Vat) sales per month, the Outlet will be charged a rental fee of R228 Incl Vat per month after the first full month of trading, unless the POS Terminal has been purchased by the client
- 4.3 The Outlet will be charged a monthly maintenance and service fee of R60 (Incl Vat), within the 1st week of every month, in advance, for the provision of Provide A Voucher Services. This fee will include SIM card maintenance and courier costs. (Where applicable).
- 4.4 A cash deposit fee of 0.90% will be deducted when a client performs a Cash/ADT deposit
- 4.5 The Outlet shall be responsible for the cost of all the POS Terminal communication consumables, such as paper rolls.
- 4.6 Rental and Bank fees may be subject to an annual increase. Provide A Voucher reserves the right to advise the Outlet of any such increase

4.7 Provide A Voucher (Pty) Ltd does not accept cheque deposits. Should there be a cheque deposit, the value of the deposit shall on

be processed once the cheque has been cleared by the Bank.

The bank charges incurred relating to a cheque deposit shall be for your account. This charge shall be over and above the negotiated bank charge rate with Provide A Voucher (Pty) Ltd
Should the cheque be returned by the bank for non-payment, the bank charge incurred shall also be for your account.

5. MARGIN

It should be noted that margins, prices and discounts may be affected by the following variables:

5.1 A change in Network Operator pricing structures

5.2 A change in an outlet's turnover and payment terms

6. LIMITATION OF LIABILITY

6.1 Without detracting from any of the other provisions of the Outlet Agreement, Provide A Voucher shall not be liable to the Outlet for any loss or damage suffered by the Outlet, and whether same is directed or consequential, if:

6.2 Provide A Voucher fails, for any reason whatsoever, to supply and/or deliver any Terminal Equipment, and/or accessories and/or consumables either on the required date, or at all.

6.3 The Network Services (GPRS) or Banking Services are interrupted, suspended or terminated, for whatever reason.

6.4 Provide A Voucher fails to suspend the provisions of the Network Service to the Outlet in terms of arrangements between Provide A Voucher and the Outlet after the Outlet has specifically requested Provide A Voucher to do so, in writing, to limit usage charges.

6.5 Such loss or damage was caused by a negligent act or omission on the part of Provide A Voucher, or its representatives.

6.6 The Warranty period for a New POS (Point of Sale) device is 1year from date of contract.

6.7 Provide A Voucher is not liable for any POS Terminal repairs which falls outside the warranty period and warranty voids, out of the

warranty period repairs and/or deliberate/negligent damage to POS Terminal.

7.1 Default shall occur if the Outlet breaches any terms of this agreement or any amendment thereto (all of which are agreed to be material) or being a natural person dies, or being a partnership dissolves, or being a private company that sustains a change or shareholding; or abandons the goods; or the goods are damaged and not repaired, lost or destroyed; or generally does or omits to do anything which may prejudice PAV's rights in terms of this agreement, reputation, or cause PAV to suffer any loss or damages.

- 7.2 Provide A Voucher reserves the right to terminate this contract and disable all services with immediate effect if the Outlet is in breach of this Agreement (one)
- 7.3 Upon termination of the contract by either party, Provide A Voucher has the right to deduct any amounts relating back to roll back of stocks or any additional costs it may incur in cancelling the Outlet Agreement.
- 7.4 Be placed under provisional or final liquidation, sequestration or judicial management; or
- 7.5 Parties agree that neither party shall be entitled to terminate this Outlet Agreement because of breach due to;
- 7.6 Temporary interruptions and suspensions of data line transmissions caused by malfunction.
- 7.7 Temporary failures at The Suppliers premises at which the computerized management system is housed, or at the premises of Provide-A-Voucher.
- 7.8 Temporary malfunction of the equipment and its associated ancillaries and/or the material and/or the computerized management system;
- 7.9 Other temporary occurrences of a like nature with similar effect.

DAY OF

THUS, DONE AND SIGNED BY THE PARTIES AT _____ ON THIS _____

_____ 20____, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

 OUTLET REPRESENTATIVE

 WITNESS

