

AGREEMENT

between

(Company Name)
the WASP/Aggregator
(hereinafter called the SP)

Company Number	
Address	
Telephone Number	
Telefax No.	
Contact Person	
Email Address	
Signature <i>(who warrants that s/he is duly authorized to sign)</i>	
Name	
Title	
Date	
Place of Signature	
Witness Signature	
Witness Name	

And

(hereinafter called the Client)

Company Number	
Address	
Telephone Number	
Telefax No.	
Contact Person	
Email Address	
Signature <i>(who warrants that s/he is duly authorized to sign)</i>	

Name	
Title	
Date	
Place of Signature	
Witness Signature	
Witness Name	

Whereby, the parties agree to be bound by (i) these terms and conditions

WASPA CODE OF CONDUCT

WASPA Code of Conduct means the Code of Conduct of the Wireless Application Service Provider Association and the Wireless Application Service Provider Advertising Guidelines at www.waspa.org.za.

Operator means a GSM (Global Systems for Mobile Communication) network provider.

WASP means as a Wireless Application Service Provider.

An Aggregator means a Wireless Application Service Provider Aggregator.

COMMENCEMENT AND TERM OF THIS AGREEMENT

This agreement will commence on the date of signing hereof and shall continue until such time as the CLIENT becomes a WASPA member or affiliate member.

This agreement regulates the relationship of the SP with clients promoting Corporate Solutions and/or making use of Bulk SMS services and/or Premium SMS Campaigns who are not WASPA members or affiliate members.

This agreement does not constitute a novation of but is in addition to any previous/ alternative agreements between the SP and the Client.

The SP reserves the right to, at any given time, upon notice require that the Client becomes a WASPA/ Affiliate member.

TERMS, CONDITIONS AND CODE

The CLIENT shall only use the Services for lawful purposes and warrants that it shall strictly adhere to all applicable South African Laws and regulations, as

well as the WASPA Code of Conduct and advertising guidelines, at www.waspa.org.za. The CLIENT shall take specific note of compliance relative to advertising and content. The SP shall, upon request of the CLIENT, act in an advisory capacity in this regard subject to the terms and conditions stipulated by the SP. The SP shall however not be held liable by the CLIENT, if some or all services are suspended by the operator(s) or WASPA or any other regulatory body, or if any agreement with the SP is cancelled due to any illegal activity or activity contravening the laws of South Africa and/or the WASPA rules and guidelines by the CLIENT. The onus to keep informed of and review the content of the above however remains on the CLIENT.

DISPUTES, FINES AND SUSPENSIONS

The SP shall have the right to retain any funds payable to the CLIENT in the case of breach of the terms of this agreement, by the CLIENT, or in case of a pending litigation between the parties in this agreement, or in case of pending WASPA or networks fines, or unresolved WASPA complaints directed to the CLIENT due to misconduct in the market. The CLIENT shall take full responsibility for any formal responses to any regulating body. The SP shall however be kept fully informed of the progress of any such proceedings. Any assistance given by SP in this regard shall be at a prescribed fee and at the CLIENTS own risk. The SP is herewith absolved of any liability in this regard. The CLIENT shall at all times be responsible for payment upon demand of any fines or penalties imposed by any regulating or other authority, upon demand. The SP reserves the right to summarily suspend the services of a CLIENT that does not comply with the WASPA Code of Conduct or other law or non- payment of a valid _____ invoice or breach of any terms and conditions in this document without notice, until such time that a proper investigation was conducted and action was taken, accordingly. The SP shall not be liable for any damages suffered by the Client as a result of such suspension.

The SP undertakes to provide full reasons to the CLIENT for any suspension of services within a reasonable period in the circumstances, shall re-instate such services as speedily as possible if appropriate and shall not suspend any services in an arbitrary manner.