

INVOICE REFERENCE NUMBER

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CUSTOMER DETAILS

	INDIVIDUAL		COMPANY		BODY CORP		OTHER (SPECIFY)	
CUSTOMER NAME								
REGISTRATION/IDENTITY NUMBER						VAT NUMBER		
BILLING ADDRESS								
PHYSICAL ADDRESS (if not as above)								
BILLING E-MAIL						CONTACT NUMBER		

PAYMENT DETAILS

METHOD OF PAYMENT		DEBIT ORDER		EFT (PAYABLE IN ADVANCE)
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DEBIT ORDER DETAILS (IF APPLICABLE)

NAME OF ACCOUNT HOLDER			
BANK NAME			BRANCH CODE
ACCOUNT NUMBER			TYPE OF ACCOUNT

DECLARATION BY CUSTOMER

I/we understand that by selecting the debit order option, I/we are authorising Atom Operations (Pty) Ltd (registration number 2018/289869/07) to draw against my/our account on the first day of each month, all amounts which become due and payable in terms of this Agreement from the bank account specified above. I/we understand that the withdrawals hereby authorised will be processed through a computer system provided by the South African banks. I/we agree to pay the bank charges relating to this debit order instruction. Receipt of this instruction by Atom Operations (Pty) Ltd shall be regarded as receipt thereof by my/our bank.

SIGNED at _____ on this _____ **DAY** of _____ **202**____.

SIGNATURE _____

FOR CUSTOMER (duly authorised)
SIGNATURE _____

FOR ATOM OPERATIONS (duly authorised)
SUBSCRIPTION DETAILS

COMMENCEMENT DATE:		INITIAL DURATION:	2 Years
MONTHLY FEES	ANNUAL FEES	AMOUNT OF FEES	R

DECLARATION BY CUSTOMER

I/we understand that by signing the application form I/we are making an application for the supply of services and equipment specified herein, subject to the terms and conditions on the reverse hereof. I/we confirm that the above details are true and correct, that we have read the terms and conditions of the subscriber agreement and accept same without reservation.

SIGNED at _____ on this _____ **DAY** of _____ **202**____.

SIGNATURE _____

FOR CUSTOMER (duly authorised)
SIGNATURE _____

FOR ATOM OPERATIONS (duly authorised)

TERMS AND CONDITIONS

1. COMMENCEMENT DATE AND DURATION

- 1.1. You shall be bound to these terms and conditions from either the Effective Date or the Signature Date, whichever is first in time.
- 1.2. This Agreement shall be for a minimum period of 2 (two) years ("**Initial Period**"), unless cancelled by either Party by giving the other Party 3 (three) months' written notice.
- 1.3. If a Monthly Fee is applicable to your subscription, this Agreement shall automatically renew for successive 1 (one) month periods after the Initial Period, until cancelled by either Party by giving the other Party 30 (thirty) days' written notice.
- 1.4. If an Annual Fee is applicable to your subscription, this Agreement shall automatically renew for successive 1 (one) year periods after the Initial Period, until cancelled by either Party by giving the other Party 3 (three) months' written notice.

2. SERVICE FEES AND PAYMENT TERMS

- 2.1. You shall pay the Subscription Fees, which fees are inclusive of VAT, and which fees shall be paid in accordance with this Agreement.
- 2.2. Billing of the Subscription Fees shall be subject to the selling date of the Equipment, and shall thereafter commence on the first day of every month.
- 2.3. For the avoidance of any doubt, either the Annual Fee will be applicable to your subscription, which fee must be paid by yourself to the Company on an annual basis, or the Monthly Fee will be applicable to your subscription, which fee must be paid by yourself to the Company on a monthly basis. The applicable fee is indicated on the Subscription Form.
- 2.4. Should a Monthly Fee be applicable to your subscription, and should a portion of the Equipment fail to work for reasons beyond your control, you shall pay 80% (eighty percent) of the total Monthly Fee incurred during the first month, and thereafter you shall pay the total Monthly Fee incurred from the second month onwards and without any deduction or set-off.
- 2.5. You shall pay the Subscription Fee to the Company, and in respect of the Services, which Subscription Fee shall be in respect of the provision of the Services by the Company to you.
 - 2.6. The Subscription Fee shall be sent to your elected billing email address in the form of a tax invoice.
 - 2.7. Should you elect the debit order payment option
 - 2.7.1. You shall complete the Debit Order Form, which form shall form part of the Agreement;
 - 2.7.2. All debit order payments shall be made in advance on the first day of each month, or annual period, whichever is applicable, and be made by way of direct debit order against your bank account, which details shall be provided by you on the Debit Order Form.
- 2.8. **Should the debit order fail, the Company has the right to use any legal means necessary, including early debit order facilities to recover any and all amounts owing.**
- 2.9. Should you elect the EFT option, the Subscription Fee shall be payable within 5 (five) days from the date stipulated for payment in the tax invoice. Payment must be made to the account indicated on the tax invoice.
- 2.10. The Company has the right to change the debit order date on reasonable notice to you.
- 2.11. **Should you fail to make timeous payment of either the Subscription Fee, the Company may elect any number or all of the following**
 - 2.11.1. **Oblige you to perform all your obligations in terms of this Agreement;**
 - 2.11.2. **Charge interest on the overdue amount at the prime interest rate plus 2% (two percent), compounded monthly, and which is calculated from the due date of payment to the date of actual payment to the Company of all monies due at such date;**
 - 2.11.3. **Inform any credit bureau of your default, after giving you 20 (twenty) days' written notice of the Company's intention of doing so;**
 - 2.11.4. **Suspend the Services; and/or**
 - 2.11.5. **Hand over your account to external debt collection agencies or attorneys for collection.**
- 2.12. The Company shall give you 5 (five) days' notice before the suspension of the Services in accordance with clause 2.11.4.

3. EQUIPMENT

- 3.1. The Equipment supplied to you is a data transmitter that is a battery-powered retrofittable transmitter which converts your Water Meter into a smart automatic reading meter.
- 3.2. Your data, as measured by your Water Meter, is relayed via the transmitter, and your consumer data then becomes accessible on the Platform, and the end consumer data becomes accessible on the App.

4. SERVICES

- 4.1. You shall be provided with the following services
 - 4.1.1. Installation of the data transmitter (however installation costs may apply and shall be at the sole discretion of the Company);
 - 4.1.2. Access to your data on the Platform and App;
 - 4.1.3. You shall, through the Platform and App, be provided with access to hourly, daily, weekly or hourly and/or daily and/or weekly and/or monthly updates on your water consumption, as determined by your Water Meter.

5. SUSPENSION OF SERVICES

- 5.1. **Services may be suspended by ceasing your access to the Platform, if**
 - 5.1.1. the Platform fails, or becomes temporarily unavailable due to any modification, upgrade, maintenance or *force majeure* event;
 - 5.1.2. you fail to comply with any of the terms and conditions of this Agreement;
 - 5.1.3. you use the Services or Equipment unlawfully, or if you unlawfully tamper with or modify your Equipment.
- 5.2. You will continue to be liable for payment of your Subscription Fee during any suspension period.
- 5.3. The Company is entitled to charge you a reasonable administration fee if Services are suspended and have to be reconnected due to the reasons set out in clauses 5.1.2 and 5.1.3 above.

The complete terms and conditions are available on the website of Atom Operations (Pty) Ltd ("the Company"), <https://www.atomservices.io>, and you acknowledge that you have read, understand and agree with these terms and conditions.

SIGNED at _____ on this _____ DAY of _____ 202__.

CUSTOMER
(duly authorised thereto)

FULL NAME OF SIGNATORY