

## IDS HYYP Terms & Conditions for Supply of Service

### 1. INTRODUCTION

HYYP supplies services to enhance an existing security service or enable home automation.

HYYP makes the Support Services available to you on the terms set out in this Agreement. You will be deemed to have accepted the terms and conditions of this Agreement on the earlier of the date of signature of this Agreement or Activation Date. A copy of the terms and conditions may be requested from: [hyypfinance@idsprotect.co.za](mailto:hyypfinance@idsprotect.co.za)

### 2. DEFINITIONS

- 2.1 Acceptance:** the act by the End User of loading the Application on a device and accepting the terms and conditions.
- 2.2 Activation Date:** the date each Hub is activated for the SSP's by HYYP.
- 2.3 Affiliates:** any entity that directly or indirectly owns, is owned by or is under common ownership with a party to this agreement, where "own" or "ownership" means direct or indirect ownership.
- 2.4 Agreement:** these terms and conditions, including annexures.
- 2.5 Alarm Event:** an activity at the End User's premises that may require a response from the SSP.
- 2.6 Alarm control/HUB:** the intrusion detection system at the End User premises.
- 2.7 Application:** software that is downloaded to enable an End User to have communication with the Hub
- 2.8 Base Station:** the hardware installed at the SSP's premises to enable events to be received
- 2.9 Business Day:** any weekday excl. public holidays.
- 2.10 Charges:** fees as set out in IDS HYYP's price list.
- 2.11 Commencement Date:** activation date of each Hub.
- 2.12 Connectivity:** the physical or virtual connections provided by a Network to enable electronic communications.
- 2.13 Data:** communications transferred via the Network to/from the equipment.
- 2.14 Data Bundle:** the available data.
- 2.15 Data Fees:** charges levied for data services.
- 2.16 Data Services:** hub configuration allowing it to send/receive using the data bundle.
- 2.17 Data Storage:** the event log that can be supplied on request.
- 2.18 Device:** any device (not a Hub) able to send/receive electronic communications over a Network.
- 2.19 Distributor:** an IDS HYYP accredited reseller
- 2.20 ECA:** Electronic Communications Act, Act No. 36 of 2005
- 2.21 End User Notification:** messages sent to end users' devices, originated by the Hub following an interaction with the alarm control HUB.
- 2.22 End User:** a natural or juristic person who owns/occupies the End User premises, and who has downloaded the Application.
- 2.23 End User Premises:** Hub installation location.
- 2.24 Equipment:** Modem, Hub and Base or combination thereof.
- 2.25 HYYP:** HYYP Pty Ltd, registration number 2013/178714/07.
- 2.26 Intellectual Property:** shall include, without limitation, any know-how, patent, copyright, registered design, trademark or other industrial or intellectual property or patent rights worldwide, whether registered or not and whether or not capable of being registered, and any application for registration of any of them.
- 2.27 Modem:** communication device to interface with a Hub.
- 2.28 Month:** a calendar month
- 2.29 SSP:** service provider as per the PSRIA Regulation Act, 2001.
- 2.30 SSP Premises:** SSP business premises
- 2.31 Software:** IDSwift or similar programme enabling an SSP to connect remotely to the Alarm Panel.
- 2.32 Support Services** comprising the following:
  - 2.32.1 Remote logging**
  - 2.32.2 Data Storage & data services**
  - 2.32.3 Maintenance of the website and the software**
  - 2.32.4 Maintenance of the Hub firmware**
- 2.33 Support Service Fees:** charges by HYYP for support services.
- 2.34 Personal Information:** shall have the meaning given in section 1 of the Protection of Personal Information Act, 2013, as amended or replaced
- 2.35 Remote Logging:** the recording of alarm events and End User notifications by HYYP.
- 2.36 Rental Equipment:** equipment for which there is no initial upfront payment for the hardware, but a rental of the unit over 24 (twenty-four) months
- 2.37 Termination Date:** the date on which this Agreement terminates
- 2.38 Termination for convenience** on the expiry of the Initial Period and any Renewal Period shall require a Month's written notice from either party of their intention to terminate the Agreement. This notice must be given 30 days prior to the end of the Initial Period or Renewal Period as the case may be.
- 2.39 Website:** site provided to the SSP enabling them to monitor the alarm events, and all activity on the modems and base station.
- 2.40 Website Maintenance:** maintenance through system audits, updates and attending to faults.

### 3. COMMENCEMENT AND DURATION

- 3.1** The Agreement commences on the Commencement Date and continues for the Initial Period
- 3.2** The initial period is deemed to be 24 (twenty-four) months from the commencement date.
- 3.3** The Agreement will automatically renew at the end of the Initial Period for a further 12 (twelve) months. The agreement will continue to renew unless terminated as per under clause 13.

### 4. THE EQUIPMENT

- 4.1** Acknowledge and accept that ability to use the Hub is dependent upon the End User complying with the terms set out in clause 9.1
- 4.2** Other Equipment: You may not decompile, reverse engineer, modify, tamper with, add to or in any way alter the Equipment. This may affect the provision of the Support Services and would constitute a breach of HYYP's Intellectual Property rights.
- 4.3** The SIM cards may only be used in the Hub for the purpose of data services and shall only be used from the Activation Date. HYYP should immediately be notified upon discovering a SIM card has been lost or stolen.
- 4.4** You shall take transfer of the SIM cards, and prior to Activation, shall register the SIM cards in your name if required by RICA.
- 4.5** HYYP grants you non-exclusive, limited use licence to use the Software in terms of this Agreement and subject also to the Software's own terms and conditions.
- 4.6** None of the Equipment constitutes nor should it be used or represented to constitute a Security Service nor will it form part of any Existing Security System.

### 5. SUPPORT SERVICES

Website Maintenance:

- 5.1** Shall not include unless otherwise agreed, any changes or modifications requested by you. Any changes made by you without consent from HYYP shall relieve HYYP of its obligations to provide Website Maintenance.
- 5.2** shall take place with reasonable notice to you.
- 5.3** shall not interrupt or suspend access to the Website unnecessarily.
- 5.4** may result in changes to the way in which the Website can be used, in this case HYYP shall furnish you with notice in writing of the changes.
- 5.5** Data Storage and Remote Logging take place for your convenience and subject to the terms of this Agreement.
- 5.6** Software Maintenance and Hub Firmware Maintenance shall take place from time to time at HYYP's discretion.
- 5.7** As part of the Data Services you may request a change from one Data Bundle to another. This is subject to both HYYP's written approval and meeting HYYP's requirements in order to give effect to the change, including an increase in the Fee for Data Services. If your use of the Data Bundles exceeds the amount allocated to you for the fee, you will be charged an additional fee for any additional Data Bundles.
- 5.8** Support Services do not constitute or represent a Security Service, nor can End User Notifications be regarded as or be represented to be notice of an Alarm Event.

### 6. THE APPLICATION

- 6.1** The Application is intended for use in conjunction with the Hub and Alarm Panel and for no other purpose.
- 6.2** It is the responsibility of the End User to check if the Application will work on the End User's device.
- 6.3** HYYP may modify or replace the Application for use with the Hubs at any time. Updates may be pushed to devices from time to time.
- 6.4** If the updates are not accepted by the End User the functionality of the Application may be adversely affected.
- 6.5** During the period when the updates are being initiated on the device, interaction with the Hub may be interrupted.

### 7. CHARGES

- 7.1** HYYP shall issue an invoice to you at the end of every month which contains the Charges due by you.
- 7.2** Payment of the Charges shall continue as they fall due, even in the event of a dispute arising concerning the charges or any other matter.
- 7.3** You shall ensure you have provided HYYP with a valid email address for the purpose of emailing invoices and accept electronic invoices as valid.
- 7.4** All Charges payable by you to HYYP in terms of this Agreement must be paid:
  - 7.4.1** without any deductions or set-off whatsoever.
  - 7.4.2** on the 1<sup>st</sup> (first) day of each month.
  - 7.4.3** by way of debit order (as per Annex A of this agreement).
- 7.5** Late payments will be subject to interest as per the National Credit Act
- 7.6** Failure to make payment of an invoice in any 3 (three) months of any 12 (twelve) month period or a period of more than 30 (thirty) ordinary days, will entitle HYYP to terminate this Agreement without notice.
- 7.7** HYYP may increase charges on 1 (one) month's written notice.
- 7.8** HYYP shall not increase charges more than once per annum.

**7.9** Any fee for the Application must be paid to the relevant online store from which the Application is downloaded by the End User.

## **8. HYYP'S RIGHTS AND OBLIGATIONS**

**8.1** HYYP must endeavour to promptly complete all orders and/or activations when requested to do so.

**8.2** HYYP shall provide Data Storage secured according to best practise. HYYP shall provide any stored data to you on request.

**8.3** Notice of Alarm Events may be provided by HYYP to you when such an Event is triggered in the Hub by the alarm control/HUB

**8.4** HYYP shall not be required to and does not provide security services.

**8.5** HYYP shall not be liable for any failure of the Support Services or other consequences as a result of incorrect installation or use of equipment.

**8.6** HYYP shall have no liability for connectivity and the Distributor acknowledges and agrees that HYYP has no control over the network. Accordingly, HYYP shall not be liable for any failure in connectivity, nor for any obsolescence of the Network, nor for any consequences whether directly or indirectly related to any such failure, including any failure to send notice of an Alarm Events

**8.7** HYYP shall be not liable for the provision of Remote Logging or notice of Alarm Events if the Hub is not situated at the End User's Premises.

**8.8** HYYP shall be entitled to use your personal information and the personal information of the End Users where you are an SSP in order to:

**8.8.1** provide data storage

**8.8.2** provide stored data to you

**8.8.3** obtain data bundles

**8.8.4** provide remote logging

**8.8.5** send End User notifications to End Users

**8.8.6** send notice of an alarm event to you

**8.8.7** provide the website

**8.8.8** compile reports and produce analytics to furnish to third parties in order to improve support services

**8.8.7** Comply with all/any legal requirements

## **9. YOUR RIGHTS AND OBLIGATIONS**

**9.1** You shall ensure that the End User contract reflects the provisions of this agreement insofar as necessary and it shall specifically include the following conditions and obligations:

**9.1.1** the End User must have a Hub installed at the End Users premises, a valid and ongoing subscription to a network and a device that is capable of loading and interacting with the Application. They must have accepted the End User Terms and Conditions in order to use the Application.

**9.1.2** that the Hub can only be used in conjunction with an existing security system in an area in which has reasonable network coverage using the technology supported by the hub.

**9.1.3** that HYYP shall have no liability to the End User whatsoever in any circumstances

**9.1.4** the End User must comply with instructions related to the installation, care and use of the Hub and may not decompile, reverse engineer, modify, tamper with, add to or in any way alter the Hub as this will negatively affect support services.

**9.1.5** the use HYYP's Intellectual Property only as per clause 12

**9.1.6** to acknowledge the consequences of termination as set out in clause 13.6.

**9.1.7** the risks associated with use of Applications and the reliance on connectivity and network coverage. The End User should be made aware of the risk of using passwords and the importance of safe keeping thereof. The End User is responsible for any persons authorised by them to use the Application in relation to their premises

**9.2** the End User shall be required to give consent to use of the Personal Information of the End User.

**9.3** Should the address of the End User premises change at any time in circumstances where HYYP is providing Remote Logging services in relation to that Hub, you must immediately notify HYYP in writing.

**9.4** You are obliged, in relation to the software, to:

**9.4.1** install and operate the software according to Instructions, and only with the website, modem or base station or as directed

**9.4.2** not decompile, reverse engineer, modify, tamper with, add to or in any way alter the software for any purpose

**9.4.3** take all reasonable steps to protect the software from any activity that may degrade or destroy it, including hacking, decryption, cyber intervention, and viruses.

## **10. SALE OF BUSINESS NOTICE**

**10.1** You must notify HYYP in writing at least 60 (sixty) Business Days' in advance of completion of a transaction giving effect to:

**10.1.1** the sale of your business or any part of your business

**10.1.2** a change in members or shareholders in the business

**10.1.3** the notice must include full names and details thereof

**10.2** You must include in any contract in relation to the matters set out in clause 10.1, a clause notifying the purchaser of the need to sign a copy of this agreement for services to continue.

**10.4** HYYP shall not be obliged to provide support services if Clause 10.1 is not met.

## **11. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

**11.1** Each party must keep confidential and must not use for any purpose other than performance of its obligations in terms of this Agreement, the other party's details, sales, turnover, suppliers' details, financial information and any other information which it obtains pursuant to this Agreement and which is not public knowledge (Confidential Information).

**11.2** Confidential information shall not include any information which:

**11.2.1** is already in the public domain in circumstances that do not constitute a breach of this Agreement;

**11.2.2** was already in the possession of a party prior to the commencement date unless provided in contemplation of concluding this Agreement and/or by its nature obviously confidential to a party; or

**11.2.3** was independently developed by a party without reference to the other party's confidential information.

**11.3** This provision shall not apply where you have given consent to the use of your personal data or if you are an SSP, you have obtained consent from the End User to access, store and use their personal data.

**11.4** The provisions of this clause 11 shall survive the cancellation or termination of this Agreement for any reason and remain binding on the parties for a period of 2 (two) years after the termination date.

## **12. INTELLECTUAL PROPERTY**

**12.1** You acknowledge that all Intellectual Property in the Support Services and specifically the Website and all domain names used by HYYP, is the sole property of HYYP alternatively that HYYP is licensed to use that Intellectual Property (HYYP Intellectual Property), and that you and the End User will not acquire any rights therein except as expressly provided for in this Agreement.

**12.2** You may not use any of HYYP Intellectual Property including in any advertising or marketing, without prior written permission from HYYP. HYYP shall own the copyright in all marketing and advertising materials provided.

**12.3** You further agree that you will not attempt to obtain trademark registration of any of the HYYP Intellectual Property in any country whatsoever.

**12.4** You shall ensure that End Users do not use the HYYP Intellectual Property without HYYP's prior written consent.

**12.5** HYYP shall not use any of your Intellectual Property in its marketing and advertising activities.

## **13. BREACH AND TERMINATION**

**13.1** Notice of termination of this Agreement shall be given in writing by either party to the other:

**13.1.1** One (1) calendar month prior to the completion of the initial period

**13.1.2** Anytime during the renewal period, giving one (1) months' notice of the intention to do so.

**13.1.2** within 45 (forty-five) Business Days of receiving notice of an event of Force Majeure which has not resolved within the period set out in clause 17.4. **13.1.3 In the event of early termination, IDS HYYP will be entitled to recover all funds due to them for the balance of the contract related to the initial 24 (twenty-four) month period.**

**13.2** Either party may in the case of a breach by the other party (defaulting party) of any of the terms of this Agreement except as set out in clause 13.4, send that party a written notice describing the breach and affording the defaulting party a period of no less than 14 (fourteen) Business Days to remedy the breach, failing which the parties shall immediately proceed to dispute resolution.

**13.3** On termination for *Force Majeure* as set out in clause 17.4 you shall be liable for all charges up to the termination date. Furthermore, clause 13.6 shall apply.

**13.4** Any breach by you of any of the following clauses shall be a material breach, entitling HYYP to any of the remedies in clause 13.5:

**13.4.1** clauses 4.2,4.3, 6.1, 7.4, 9.1, 9.3, 10, 11, 12 or 15.3

**13.4.2** failure to make payment of the Charges as set out in clause 7.6 or are sequestrated, insolvent or placed in business rescue.

**13.4.4** you so persistently breach the provisions of this Agreement to evidence an intention not to be bound by its terms.

**13.5** In the circumstances set out in clause 13.4, HYYP may, without prejudice to its other rights:

**13.5.1** suspend any or all support services for a period to be determined in its discretion; and/or

**13.5.2** terminate this Agreement; and/or

**13.5.3** recover from you the full balance of all charges as if they were due, together with, as genuine estimate of damages, the future charges which would have fallen due in terms of this Agreement from the termination date in the case of termination of this Agreement, for the balance of any months of the initial period or renewal that remain, without prejudice to HYYP's right to claim any other damages. **13.6 UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, HYYP WILL IN ADDITION TO TERMINATING ALL SUPPORT SERVICES, DISCONNECT ALL SIM CARDS AND TERMINATE ACCESS TO THE WEBSITE AND THE LICENCE TO USE THE SOFTWARE. YOU SHALL IMMEDIATELY NOTIFY YOUR END USERS ACCORDINGLY.**

#### 14. WARRANTY, LIABILITY AND INDEMNITY

14.1 HYYP makes no representation and gives no warranty regarding the equipment or support services save that it is authorised to:

- 14.1.1 enter into this Agreement
- 14.1.2 provide the support services to you
- 14.1.3 license you to use the software
- 14.1.4 use the HYYP intellectual property

14.2 You in turn warrant that:

- 14.2.1 you are authorised to enter into this Agreement
- 14.2.2 the provisions of clause 9.1 will be included in all the End User contracts
- 14.2.3 you are authorised to use your Intellectual Property

14.3 HYYP indemnifies you against any claim that may be brought against you in relation to the HYYP intellectual property provided that you comply with or have complied with clause 12.

14.4 YOU WAIVE ANY CLAIM YOU MAY HAVE AGAINST HYYP FOR ANY LOSS, DAMAGES, HARM, INJURY OR DEATH AS A RESULT OF THE SUSPENSION OR TERMINATION OF THIS AGREEMENT AND YOU INDEMNIFY HYYP AGAINST ANY CLAIM BY ANY THIRD PARTY WHETHER DIRECTLY OR INDIRECTLY RELATED TO THE SUSPENSION OR TERMINATION UNDER CLAUSES 13.5.1 OR 13.5.2.

14.5 Neither party shall be liable to the other in any circumstances for any consequential or indirect loss or damage, however arising.

14.6 Both parties shall be liable for damages and loss that is proven to arise directly from their gross or intentional negligence in carrying out their obligations under this Agreement.

14.7 HYYP's liability for any loss or damage under this Agreement shall be limited to the amount of Charges paid to HYYP by you in the preceding year or part of a year.

#### 15. DISPUTE RESOLUTION

15.1 If a dispute arises between the parties about any matter related to this Agreement and specifically in the circumstances set out in clause 13.2, both parties shall implement the dispute resolution procedure set out here:

15.1.1 First level: a representative of each party shall be in contact to attempt to resolve the dispute within 5 (five) business days. Each party shall provide the other with relevant documentation.

15.1.2 Second level: If 15.1.1 is not successful, the CEO or representatives of equivalent status shall engage within a period of 15 (fifteen) business days. If you are not a juristic person then this level of escalation may not be required.

15.2 Clause 15 shall not prevent the parties from approaching a court to obtain urgent interim relief.

15.3 Failure to follow the steps in this procedure, as well as provide the relevant documentation (subject to the provisions of this Agreement dealing with confidentiality) shall constitute a material breach.

#### 16. CESSION

16.1 You may not delegate, assign or sub-contract any of its rights or obligations in terms of this Agreement without the prior written consent of HYYP, which shall not be unreasonably withheld.

16.2 HYYP may at any time cede, delegate, assign, transfer or sub-contract any of its rights or obligations in terms of this agreement to any third party including an Affiliate of HYYP, on notice to you.

#### 17. FORCE MAJEURE

17.1 Neither party is liable for any failure to meet any of its obligations in terms of this Agreement, or any delay in meeting them, to the extent to which the failure or delay is caused by *Force Majeure*.

17.2 In this clause, "*Force Majeure*" means any exceptional event or circumstance which is beyond a party's reasonable control; which such party could not reasonably have provided against before entering into the Agreement; and which, having arisen, could not reasonably have been avoided or overcome by such party during the term of this Agreement including at the time that it occurred; and to which the affected party has not contributed.

17.3 If a *Force Majeure* prevents or delays a party from performing any of its obligations in terms of this Agreement that party shall not be in breach of the Agreement provided that:

17.3.1 the affected party must give written notice to the other party immediately upon the occurrence of an event of Force Majeure and must resume performance of its obligations as soon as the Force Majeure has ceased.

17.3.2 each party must take all reasonable and necessary steps at its own expense to mitigate the consequences of any Force Majeure which affects the performance of its own obligations.

17.4 If the affected party's performance is still prevented or delayed by the Force Majeure event for a period of 30 (thirty) business days or more, either party may terminate this Agreement on written notice to the other and clause 13.3 shall apply.

#### 18. NOTICES AND ADDRESSES FOR SERVICE

18.1 Unless otherwise specified any notice or communication in terms of this Agreement:

18.1.1 must be in writing to be effective

18.1.2 must be sent by hand, registered post or e-mail to the addresses below, which physical addresses the parties select as their respective *domicilium citandi et executandi*:

HYYP: 91 Escom Road, New Germany, 3610.

[hvyppfinance@idsprotect.co.za](mailto:hvyppfinance@idsprotect.co.za)

Your physical address: \_\_\_\_\_

Your email address: \_\_\_\_\_

18.2 A party may change its address to any other address within South Africa. Such change will only take effect upon written receipt of this notice.

#### 19. MISCELLANEOUS LEGAL PROVISIONS

19.1 This is the whole agreement between the parties containing all the provisions agreed on by the parties, with regards to the subject matter of it.

19.2 No agreement varying, adding to, deleting from or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement (except as specifically provided for in clause 14.4) shall be effective unless in writing and signed by or on behalf of the parties.

19.3 This Agreement shall be governed by and construed according to the law of South Africa.

#### 20. PERMISSION TO USE YOUR PERSONAL INFORMATION

By completing this Sale Agreement:

20.1 The Buyer hereby voluntarily authorises the Supplier to process the Buyer's and/or its employees personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Supplier).

20.2 The Buyer indemnifies the Supplier against any action by the employees of the Buyer insofar as processing of their personal and special personal information is concerned.

20.3 Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Buyer and the Supplier has been terminated.

20.4 By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.

20.5 The Supplier is the responsible party in respect of such personal information, as envisaged in POPIA and the regulations thereto and its address and contact details appear in point 18 above.

20.6 The Supplier herewith warrants to take appropriate, reasonable technical and organisational measures to prevent: loss of, damage to or unauthorised destruction of the Buyer's personal information and unlawful access to or reproducing of the Buyer's personal information.

20.7 In the event that the Supplier becomes aware of any unauthorised use of the Buyer's personal information, the Supplier will notify the Buyer thereof.

#### 21. PROTECTING YOUR SPECIAL PERSONAL INFORMATION

21.1 By agreeing to the terms of this Agreement the Buyer expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the Supplier.

#### 22. YOUR RIGHTS IN TERMS OF THIS CONSENT

22.1 It shall remain the Buyers obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.

#### 23. TRANS-BORDER FLOW OF INFORMATION

23.1 The Buyer hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Buyer's behalf.

AGREED TO AND SIGNED AT \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ For SSP, being duly authorised

Name: \_\_\_\_\_



HYYP Customer details

Company Name	
Trading as	
Company Registration	
VAT number	

Contact Details	Owner			Other/ Account contact			
First name							
Surname							
Email Address							
Mobile number							
HYYP Platform User Error Notification Sign Up	Yes		No		Yes		No
	SMS	Email	None		SMS	Email	None
<b>ICO contact</b> (In Case of Outage)	Name		Email		Contact number		

Physical and Postal address	
Physical address	
Town & Province	
Country	
Postal address	
Town & Province	
Country	
Postal code	
Telephone	( - - - ) - - - - - - - - - -
	Fax ( - - - ) - - - - - - - - - -

Completed by		Date
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**FOR OFFICAL USE ONLY**

Sales Representative	
Branch	
COD Cash account required	For New clients only
SAP code	

**ANNEXURE A: DEBIT ORDER CONSENT**

**BANK DETAILS:**

(Bank letter to confirm bank details to be attached)

**ACCOUNT NAME**.....

**BANK NAME**.....

**ACCOUNT NUMBER**.....

**BRANCH NAME** .....

**BRANCH CODE** .....

**ACCOUNT TYPE:** CURRENT / SAVINGS / TRANSMISSION

**NB:** ANY DEBIT ORDER RETURNED "UNPAID" WILL INCUR A R100 CHARGE

**PAYABLE TO HYYP PTY LTD**

1. I hereby request, instruct and authorize you, the bank, to draw each calendar month against my account with the abovementioned bank (or any other bank or branch to which I may transfer my account) all amounts due by me to HYYP Pty Ltd in respect of the Agreement for the Provision of Services as stated in the monthly invoices from HYYP Pty Ltd, on the 1<sup>s</sup> or 7<sup>th</sup> Day of each calendar month ("the Due Date") (If no date selected the Direct Debit will run on the 1<sup>st</sup> of the month), commencing on the 1<sup>st</sup> of the Month following the date of signature of this instruction. All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally.
2. I understand that the withdrawals hereby authorized will be processed by a computer system and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.
3. I agree to pay any bank charges relating to this debit order instruction.
4. Each debit order authority continues until cancelled in writing by HYYP Pty Ltd.
5. ASSIGNMENT – I acknowledge that the benefit of this authority may be ceded or assigned to a third party if HYYP Pty Ltd cedes and assigns its rights and obligations in terms of the Agreement to that third party.
6. CANCELLATION – I agree that I may not cancel this Authority without the prior consent of HYYP Pty Ltd.
7. AGREEMENT REFERENCE NUMBER – This agreement reference number is .....

**AGREED AND SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

**Name:** \_\_\_\_\_

.....  
SIGNATURE AS USED FOR OPERATING ON THE ACCOUNT

\_\_\_\_\_  
**For HYYP PTY LTD, being duly authorised**

Signed at ..... on this ..... day of ..... 20 .....