

HEATZONE SERVICE APPLICATION

All service agreements are payable in advance by Debit Order
Please complete all fields, sign and initial where indicated, without which your application will not be processed

Subscription Options (please select one from each column):

Up-to (Maximum) Speed	24 Month Contract – Please see Heatzone Contract Terms attached
<input type="checkbox"/> 20Mb/s @ R395 / month	Installation:
<input type="checkbox"/> 50Mb/s @ R545 / month	<ul style="list-style-type: none"> • Installation fee of R500 payable by EFT, cash or credit card at or before installation
<input type="checkbox"/> 100Mb/s @ R995 / month	Router:
	<input type="checkbox"/> I will supply my own router – make and model

	<input type="checkbox"/> Please supply me with an appropriate router (payment with installation fee)

SUBSCRIBER DETAILS – COMPLETE IN FULL

Name and Surname: _____

ID Number: _____

Physical Address: _____

Telephone: _____ Mobile: _____

Email: _____

Years at Current Address: _____ Own or Rent this property? _____

If renting: Have you obtained written permission for the installation? _____

Landlord name and contact number if renting: _____

TRADE / CREDIT REFERENCES

Company	Contact No	Account No
Company	Contact No	Account No
Company	Contact No	Account No

I, the undersigned..... (Name & surname) do hereby authorise the financial institution appointed by Cape Connect Internet (Pty) Ltd to conduct credit checks on my profile in order to conduct a complete financial analysis of my affairs, for the purposes of providing me with internet services. Furthermore, I hereby consent to the financial institution sharing such analysis with Cape Connect Internet (Pty) Ltd. I hereby certify that the details in this application are true and confirm that I am not an unrehabilitated insolvent or subject to any debt arrangement or administration order. I hereby acknowledge that the information is given for the purpose of determining credibility and understand that my application may be declined without reason or explanation.

I agree to the terms and conditions laid out by Cape Connect Internet (Pty) Ltd appearing on the second page of this form.

Name: _____ Signature: _____ Date: _____

Please email this form to accounts@cape-connect.com with the following documents:

- A copy of your ID, Passport or Driver's Licence
- Signed Debit Order form

Cape Connect Internet (Pty) Ltd
P O Box 2823
Somerset West 7129
Tel 021-300-1000
Fax 086-645-0552
Email info@cape-connect.com

HEATZONE CONTRACT TERMS

TERMS

This is a 24 month contract, the terms of which are binding and will be enforced to the full extent of the law. The contract runs from the end of the calendar month indicated in the signature line on Page 1 and concludes at the end of the calendar month 24 months from that date. The service speed may be upgraded during this contract period, but not downgraded.

Initial: _____

PAYMENT

This contract is linked to a monthly debit order. It is the subscriber's responsibility to ensure that there are sufficient funds in the account on the date chosen by the subscriber on the debit order form attached. The first debit order will be a pro rata for the month of installation PLUS the subs for the following calendar month. All monthly payments are for the calendar month ahead. Should a debit order be returned unpaid, a R50 unpaid fee will be invoiced for immediate payment with the returned amount.

If the debit order is returned unpaid twice in a row, the Payments Association of South Africa will cancel the debit order facility. Should this occur, the subscriber will immediately be billed for the full value of the contract and our equipment will be de-installed. The client will be required to pay the full value invoice plus any outstanding balance on the account by the end of that calendar month or face legal action.

Initial: _____

SERVICE DELIVERY

This is a best-effort wireless service. There is no Service Level Agreement associated with this service, nor is there guaranteed uptime. The Heatzone product is a high-latency low cost short range product that is not suitable for gamers. We do not guarantee reliable connections to third-party or streaming services, as their servers and networks are beyond our network and out of our area of control. All speeds listed are an up-to speed (maximum speed).

Initial: _____

SUBSCRIBER OBLIGATIONS

The subscriber is required to provide surge protection for all installed equipment. Should any damage occur to any installed equipment after installation sign-off, the subscriber is liable for the full replacement cost of this. The antenna, pole, cables and power supply remain the property of Cape Connect Internet (Pty) Ltd. The subscriber will purchase a router from Cape Connect or supply their own appropriate router, as per their application for service. Replacement of this router is for their cost if required.

Initial: _____

SUPPORT

The subscriber acknowledges receipt of information regarding to our support procedure and agrees to subscribe to our Telegram Notifications Channel in order to stay abreast of any network related information that may affect their service. The subscriber will further follow our published support procedure to report any issues with their connection after installation. A call out fee will be charged for any on site technician visits, to be paid by the subscriber immediately.

Initial: _____

TERMINATION

Early termination of this service will incur a pro rata invoice equivalent to the remainder of the contract. Once the 24 month contract has been concluded, the client service will automatically revert to a calendar month's notice service, at the same monthly cost. A full calendar month notice is required for cancellation after the 24 month period concludes, requested in writing to accounts@cape-connect.com. At the end of the notice period we will de-install our equipment.

Initial: _____

I, the subscriber, acknowledge that I have read and understand the terms of this contract as listed above, as well as the Terms and Conditions on the following pages.

Signature: _____ Date: _____

Cape Connect Internet (Pty) Ltd

Terms and Conditions of Subscription (Acceptable Use Policy)

This document describes the terms and conditions of service applicable to you as a Cape Connect Internet subscriber.

GENERAL TERMS AND CONDITIONS

By accessing the Internet via a Cape Connect Internet account (or via any server hosted on any Cape Connect Internet network), you are agreeing to the terms and conditions of this agreement. If you do not agree to these conditions your only recourse is to terminate your account.

Acceptable use

The Cape Connect Internet service may only be used for lawful purposes. The Subscriber is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The Subscriber may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability or violate any local, or international statute, rule, regulation, or treaty. The Service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The Subscriber shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters and junk mail — "spamming". Users undertake not to attempt to degrade the service provided by Cape Connect or any other Internet Service Provider by means of software, hardware or other means. Participation in any of the aforementioned prohibited activities by the Subscriber shall be cause for locking of and/or cancellation of The Subscriber's account at the discretion of Cape Connect Internet without notice to The Subscriber.

Misuse of internet connections

Where Cape Connect Internet becomes aware that the service is being misused, including but not limited to the malicious degradation of other networks or network devices, baseless, negative or unflattering reviews or comments on any online platforms, any comments that directly or indirectly cause Cape Connect Internet reputational damage and/or transmission of content contrary to applicable law ("Service Misuse"), Cape Connect Internet reserves the right to immediately cancel The Subscriber's account and service without liability.

Content

The Subscriber acknowledges and agrees that Cape Connect Internet does not maintain or control the content of the information residing in or transmitted through its service. Cape Connect Internet does not endorse the accuracy or reliability of any opinion, advice or statement however transmitted using any Cape Connect Internet accounts. Cape Connect Internet does not assume any liability for any harassing, offensive or obscene material distributed through any Cape Connect Internet account, nor does Cape Connect Internet assume liability for information which may be in violation of a third party's intellectual property or other rights.

Privacy

Cape Connect Internet will not intentionally monitor or disclose any private e-mail messages unless required by law, regulation, or Court Order. Cape Connect Internet will use reasonable diligence to maintain the confidentiality of e-mail, but The Subscriber acknowledges that third parties may attempt to breach the confidentiality of e-mail which is out of the control of Cape Connect Internet. The Subscriber agrees to respect the privacy and confidentiality of other's e-mail by refraining from use of applications intended to breach the privacy of another user. The Subscriber agrees to keep confidential The Subscriber's access password and not to share the account with others and The Subscriber acknowledges responsibility for all use and liability resulting from access to the Services with the Subscriber's password.

Limitation on Liability

The Subscriber recognizes that the Internet consists of multiple participating networks which are separately owned and therefore not in the control of Cape Connect Internet. Additionally, access to the Internet or other services may be available only through hardware or software not provided by Cape Connect Internet. Malfunction of any such networks, software or hardware may make access to the Internet, or other services, temporarily or permanently unavailable to the Subscriber. The Subscriber agrees that Cape Connect Internet shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of network(s), software or hardware out of the control of Cape Connect Internet, or due to any accident, abuse, misapplication by The Subscriber or person, entity or firm other than Cape Connect Internet. In the event of a malfunction of the service, the Subscriber agrees that its sole and exclusive remedy and Cape Connect Internet's entire liability shall be the pro rata return of fees paid by the Subscriber to Cape Connect Internet for service in the month the malfunction occurred.

Disclaimer

Cape Connect Internet disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. In no event shall Cape Connect Internet or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of, or inability to use the services provided by Cape Connect Internet, even if Cape Connect Internet has been advised of the possibility of such damages.

Indemnification

The Subscriber agrees to defend, indemnify and hold harmless Cape Connect Internet, its directors, officers, successors and assigns from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) caused by or arising out of the actions of the Subscriber, its employees or agents in connection with these terms of acceptable use. The Subscriber further agrees to provide prompt notice to Cape Connect Internet of any complaints, claims or other actions made, threatened or initiated against the Subscriber in connection with or as a result of its receipt of the Service under this agreement.

Miscellaneous

The Terms and Conditions may not be assigned by the Subscriber hereto without the written consent of Cape Connect Internet. A failure to enforce, for whatever reason, any Term or Condition or part thereof by either party shall not operate or be construed as a waiver to enforce the same or any other provision herein.

The parties agree reasonable attorney's fees, cost, and expenses incurred in enforcing the Terms and Conditions of or defending against a claim brought under the Terms and Conditions shall be paid to the prevailing party by the non-winning party. The Terms and Conditions herein shall be governed by and construed in accordance with the Laws of South Africa. The venue for all disputed matters and performance under the Terms and Conditions shall be the Magistrates Court of South Africa for the Western Cape Province held at Somerset West.

Contract period

This is a 24 month contract. Should cancellation be initiated by the Subscriber within this period, the Subscriber will be liable for all amounts due for the remainder of the contract period, according to subscription value. Speed upgrades may be performed without penalty during this contract. Speed downgrades are not permitted.

Termination

Termination may be initiated at the end of the 24 month contract period. All Cape Connect Internet equipment will be removed at the end of the termination period.

Termination shall be effective immediately upon completion of the notice period. Cape Connect Internet shall not be responsible for rerouting or transferring mail after the notification period has expired. Cape Connect Internet shall not be liable for any damages, losses, cost or expenses caused by or arising out of termination of service, to the Subscriber or to any other entity or individual. The subscriber undertakes to pay all documents submitted by Cape Connect Internet on presentation without procrastination.

The Subscriber shall forfeit all amounts paid to Cape Connect Internet for the Service as a result of cancellation.

WIRELESS EQUIPMENT RENTAL TERMS AND CONDITIONS

1. Definitions

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.
- 1.2 In these Wireless Equipment Rental Terms:
- 1.2.1 "Coverage Area" means coverage area falling within the signal radius of the Wireless Network;
- 1.2.2 "CPE Device" means the customer premises equipment which shall be installed by Cape Connect Internet on the exterior of Customer's premises;
- 1.2.3 "Equipment" means the CPE Device (including software, hardware, cables, connectors), which meets the requirements of the Wireless Equipment Rental selected by Customer in the Application Form and rented by Cape Connect Internet to Customer in terms hereof, to enable connectivity to the Wireless Equipment;
- 1.2.4 "Operator" means Cape Connect Internet
- 1.2.5 "Service Centre" means the Operator's support services center situated at 27 Delson Crescent, Somerset Business Park, Somerset West. Cape Connect Internet may have various data centers in its network.
- 1.2.6 "PECN" means private electronic communications network as defined in the Electronic Communications Act;
- 1.2.7 "Wireless Equipment" means a wireless link created within the Wireless Network which wireless link is connected between the CPE Device and the Wireless Network in order to: (i) enable the PECN; and (ii) enable access to and use of the Wireless Network by Customer via the Wireless Equipment;
- 1.2.8 "Wireless Equipment Fees" means the fees which are payable by Customer to Cape Connect Internet in respect of all fees and charges levied by the Operator to Cape Connect Internet attributable to the Wireless Equipment including, but not limited to application, installation maintenance, support and repair fees;
- 1.2.9 "Wireless Equipment Rental" means the wireless services contemplated in this Agreement, which Cape Connect Internet renders to Customer in accordance with Customer's choices, as set out in the Application Form under such heading or description comprising of: (i) the leasing of the Wireless Equipment to Customer; (ii) configuration of the Equipment; and (iii) the management of the Wireless Link on behalf of Customer, as contemplated below;
- 1.2.10 "Wireless Network" means the wireless network connection operated by Cape Connect Internet in the unlicensed frequency spectrum in accordance with the provisions of the ECA, over which the Wireless Link is created in order to ensure a secure private link over a public/private network required for the provision of the Wireless Equipment Rental.

2. Duration

- 2.1 Either Party may terminate Wireless Equipment Rental at the end of the initial 24 month period by giving the other Party 1 (one) calendar month written notice of termination prior to the end of the Initial Period.
- 2.2 If neither Party has given notice as contemplated in clause 2.1 above, Wireless Equipment Rental shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Wireless Equipment Rental on 1 (one) calendar months written notice to the other to that effect.
- 2.3 Notwithstanding any provisions to the contrary in the Agreement, Cape Connect Internet shall (without payment of any penalty of whatsoever nature), be entitled to terminate Wireless Equipment Rental at any time (during the Initial Period or any renewal period thereof) on 30 (thirty) day's written notice to Customer:
- 2.3.1 Should the Coverage Area be compromised; or
- 2.3.2 if the quality of the Wireless Link or the operation of the Wireless Network is adversely affected due to any act or omission of Customer; or
- 2.3.3 Should Cape Connect Internet suspend or terminate its wireless network deployment for whatever reason; or
- 2.3.4 should Cape Connect Internet be required to do so by ICASA or in terms of any relevant legislation applicable to the usage of the unlicensed spectrum; or
- 2.3.5 Upon request thereto by other telecommunication service providers due to breach by Customer of any of the terms and conditions applicable to the access and/or use of the Wireless Link; or
- 2.3.6 Should Customer's access and/or use of Wireless Equipment be in contravention of this Agreement or Cape Connect Internet's policies and/or any applicable legislation; and/or
- 2.3.7 Should the regulator make changes to the unlicensed spectrum which impacts on the provision of the Wireless Equipment Rental, Wireless Network and/or Wireless Link.
- 2.4 Cape Connect Internet shall have the right at any time, and without liability, to immediately suspend its provision of the Wireless Equipment Rental and continue to charge Customer therefore, if it is notified that-
- 2.4.1 The quality of the Wireless Link may be or is impaired, or otherwise adversely affected, due to any act or omission of Customer;
- 2.4.2 Any Equipment has been reverse engineered, decompiled, modified or tampered with in any way;
- 2.4.3 Non-payment in terms of this Agreement of any Service Fees payable;
- 2.5 Upon termination of the Wireless Equipment Rental for any reason whatsoever Customer shall provide Cape Connect Internet with the necessary co-operation and assistance to arrange for the removal of the Equipment from Customer's premises.

3. Payment

- 3.1 Customer shall pay Cape Connect Internet the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2 The Wireless Equipment Fees payable by Customer shall form part of the Service Fees and all provisions in the Agreement relating to the payment of the Service Fees will be applicable to the Wireless Equipment Fees. Cape Connect Internet may include such Wireless Equipment Fees in the Service Fees even if it is not due yet, provided that Cape Connect Internet has invoiced Customer for such fees and charges.
- 3.3 Should Customer move and/or relocates to a different location and/or premises, Cape Connect Internet shall charge Customer for the moving and/or relocation of the Equipment to new premises and/or location which includes without limitation the: (i) on-site survey fees; (ii) Equipment and/or Wireless Equipment installation fees; and/or (iii) set up fees. The aforementioned fees shall be included in Customer's monthly invoice, which shall be payable by Customer in accordance with the provisions of the General Terms.

4. Wireless network and wireless equipment

- 4.1 In order to have access to the Wireless Network, a Wireless Link is required and for these purposes, Cape Connect Internet will contract directly with suppliers, in its own name, for the provision of the Wireless Equipment.
- 4.2 The provision of the Wireless Equipment by Cape Connect Internet to Customer as envisaged above is subject to availability.
- 4.3 Wireless Equipment is provided subject to any terms that may be imposed from time to time.
- 4.4 Wireless Network is designed, created and operated over the unlicensed frequency spectrum.
- 4.5 A Wireless Link is created over the Wireless Network.
- 4.6 Cape Connect Internet will manage the Wireless Link including the Equipment on behalf of Customer.
- 4.7 Customer shall (without prejudice to Cape Connect Internet's rights to claim payment for any outstanding amount for the services rendered), not be entitled to terminate Wireless Equipment Rental should the Wireless Link remain unavailable due to an Uncontrollable Event. If an Uncontrollable Event continues for a period of more than 60 (sixty) days, then the Customer may terminate this Agreement by written notice to Cape Connect Internet by reason of such Uncontrollable Event.
- 4.8 The quality of the Wireless Link is dependent upon the quality and capacity available to the Wireless Network which is subject to any technological constraints affecting the Wireless Network. Customer shall therefore not be entitled to terminate Wireless Equipment Rental as a result of any impairment to the quality of the Wireless Link and/or quality and/or capacity of the Wireless Network which impacts on Customer's access and usage of the Wireless Equipment Rental.
- 4.9 Wireless Network including the Wireless Link are created over the unlicensed frequency spectrum and although Cape Connect Internet uses reasonable commercial endeavours to: (i) ensure the: (a) operation; (b) availability; and (c) functionality of the Wireless Network including the Wireless Link; and (ii), attend to any unavailability including failures and/or errors impacting on the Wireless Network, including the Wireless Link, in terms of any obligations placed on it in terms of this Agreement. Cape Connect Internet does not represent, warrant or guarantee the operation, availability, capacity, or functionality of the Wireless Network including the Wireless Equipment.
- 4.10 Although Cape Connect Internet uses reasonable commercial endeavours to ensure the security of the Wireless Link, Cape Connect Internet and the Operator do not in any manner whatsoever warrant, represent and/or guarantee the security of the Wireless Link. Customer is therefore advised to ensure the security of its network infrastructure.
- 4.11 Cape Connect Internet shall not be liable under any circumstances for any loss or damage caused by or arising in any manner whatsoever from the: (i) unavailability of the Wireless Network, of the Wireless Network and/or Wireless Link; and/or (iii) breach of the security of the Wireless Link and/or Customer's network infrastructure.

5. Terms and conditions specific to wireless equipment rental

5.1 The Equipment will be rented to Customer subject to the provisions of clause 6 below.

5.3 Wireless Equipment Rental is provided subject to this Agreement and all relevant laws and regulations applicable from time to time.

5.4 Cape Connect Internet will only provide Customer with use of the Wireless Equipment Rental provided Customer pays the Services Fees set out in the Application Form.

5.5 Upon approval of Customer's application for the Wireless, Cape Connect Internet shall notify Customer with regard to the installation date and time. Cape Connect Internet cannot guarantee the installation date and time, but will use reasonable efforts to ensure that the anticipated installation date and times are met. Cape Connect Internet will inform Customer as soon as possible if it is unable to attend a set appointment. Customer shall also not be entitled to cancel Wireless Equipment Rental or refuse to accept installation, set-up and/or configuration of the Equipment as a result of Cape Connect Internet's failure to meet anticipated installation date and times.

5.6 Customer shall prior to the installation date: (i) appoint a designated person to manage the installation project on Customer's behalf; (ii) prepare the premises and/or the area where installation will be done for installation purposes; and (iii) notify its staff, other tenants/owners on the premises, the landlord and/or governing bodies (where relevant) about the installation date and time.

5.7.3 In the case of rented premises the landlord and/or governing body(ies) have given Customer the necessary written approvals to allow Cape Connect Internet to commence and perform the Installation Work.

5.7.2 In the case of rented premises the landlord and/or the governing body(ies) are aware of: (i) the installation work to be done; (ii) what such installation entails; and (iii) the installation date and time; and Customer warrants that:

5.7.1 The premises and/or the area where installation will be done, meet the requirement of the Occupational Health and Safety Standards;

5.8 Customer hereby indemnifies Cape Connect Internet and/or the Operator against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranties contained in this clause 5.

5.9 Cape Connect Internet including any of their respective agents or contractors shall on the installation date and during hours, attend to:

5.9.1 The installation of the Equipment; and

5.9.2 Set-up and/or configuration of the Equipment.

5.10 Customer shall allow Cape Connect Internet including their agents or contractors, all reasonable access to Customer's premises and/or property for the purposes set out in clauses 5.9.1 and 5.9.2 above. A signed confirmation by Customer (including his/her/its employee, representative, carrier, agent or nominee), that installation and set-up and/or configuration of the Equipment was done shall constitute proof that it was done according to specification and Agreement.

5.11 Cape Connect Internet may be required to: dig, drill, remove pavement, carpets, tiles, and ceilings, apply glue or perform any other act in order to install the Equipment ("Installation Work"). Customer hereby gives Cape Connect Internet the permission to perform such Installation Work.

5.12 Cape Connect Internet will use reasonable commercial endeavours to ensure that the Installation Work is performed in a professional manner without causing any damage to Customer's or any other third party's premises or property.

5.13 Cape Connect Internet cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature to Customer's or any other third party's premises or property.

5.14 In the event of any such damage to Customer's or any other third party's premises, installation area or property, Customer shall indemnify Cape Connect Internet and/or the operator from any claim arising as a result of such damage and Customer shall not hold Cape Connect Internet including their contractors and/or agents liable under any circumstances, for any loss, damage, costs or expense whatsoever caused by or arising in any manner whatsoever from any action or omission of Cape Connect Internet or its contractors.

5.15 Customer shall when required, allow Cape Connect Internet including their agents all reasonable access to its premises for the purposes of the reinstallation, re-set-up, re-configuration and maintenance and repair of the Equipment.

5.16 Cape Connect Internet shall be entitled to change the Wireless Equipment Rental Services (which may include without limitation the cost thereof or amendment of the technical parameters and/or specification relating to the Wireless Equipment Rental), at any time during the Initial Period and/or any renewal thereof on 30 (thirty) days written notice to Customer.

5.17 Customer may not terminate Wireless Equipment Rental, other than as contemplated in clause 2 above, should such Wireless Link not be available to Customer at any stage during the term of Wireless Equipment Rental for any reason whatsoever.

5.18 The provision and/or availability of the Wireless Equipment Rental are inter alia subject to the operation of the Wireless Network and the Wireless Link.

5.19 Notwithstanding anything that might indicate the contrary, Customer shall at all times comply with all terms and conditions and/or limitations imposed by Cape Connect Internet on the Wireless Link including Wireless Network for the duration of the Wireless Equipment Rental.

6. Equipment rental

6.1 Cape Connect Internet hereby leases the Equipment to Customer who accepts such rental.

6.2 The Equipment will at all times remain the property of Cape Connect Internet and Customer agrees that he/she/it will never become owner the Equipment.

6.3 The Equipment shall at all times be regarded as a movable property and shall not become part of the property.

6.4 Cape Connect Internet shall have the right to enter Customer's premises in order to remove the Equipment upon termination of the Wireless Equipment Rental.

6.5 Cape Connect Internet shall at its own costs and expense deliver the Equipment at Customer's premises. A signed delivery note by Customer (including his/her/its employee, representative or nominee) shall constitute proof that the Equipment was delivered to and received by Customer in good condition.

6.6 Upon delivery of the Equipment as envisaged in clause 6.5 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment while housed at Customer's premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.

6.7 Customer shall not allow any third party to take possession of the Equipment unless duly authorized thereto by Cape Connect Internet. Should any third party take possession of the Equipment without the said authorization, the replacement value thereof shall immediately be due and payable by Customer.

6.8 If the premises at which the Equipment will be installed are rented:

6.8.1 Customer shall:

6.8.1.1 Advise Cape Connect Internet in writing of the name and address of the landlord as well as any changes thereto;

6.8.1.2 Not move the Equipment without Cape Connect Internet's prior written consent;

6.8.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to Cape Connect Internet and can therefore not be subject to a lien or landlord hypothec. Customer hereby indemnifies Cape Connect Internet against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranty contained in this clause.

6.9 Customer shall only use the Equipment in conjunction with the Wireless Equipment Rental Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment; (ii) move the Equipment to any other location and (iii) use the Equipment for any other purpose.

6.10 Access to the Equipment shall be restricted to Cape Connect Internet

6.11 Customer shall use the Equipment solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease and/or lend the Equipment in any manner whatsoever to any third party without Cape Connect Internet's prior written consent.

6.12 Customer shall ensure that Cape Connect Internet may at any time enter the premises where the Equipment is installed to inspect it, provided that Cape Connect Internet supplies Customer with reasonable prior notification of such.

7. New premises and/or location

7.1 In the event that Customer moves and/or relocates to a different location and/or premises, Cape Connect Internet:

7.1.1 Shall subject to the other provisions of this Agreement above, move and/or relocate Customer's Equipment to the new premises and/or location;

7.1.2 May extend Customer's Agreement to the same term that was originally selected by Customer in the Application Form.

7.2 Customer acknowledges that Wireless Network is not available everywhere.

7.3 Customer is responsible for ensuring that Wireless Network is available should Customer decide to move and/or relocate to another premises or locations.

7.4 Customer shall remain liable to pay the set up fees incurred by Cape Connect Internet to install, set up and/or configure the Equipment at the new location and/or premises.

7.5 Customer shall not be allowed to terminate Wireless Equipment Rental including the Agreement should Customer move to a location and/or premises where the Wireless Network is not available. In the event of termination, Customer shall remain liable to pay Cape Connect Internet for the remainder of the Initial Period or the renewal period, as the case may be, should Customer terminate Wireless Equipment Rental and/or the Agreement prior to the expiry of such Initial Period and/or renewal period.

8. Service agreement

8.1 Cape Connect Internet will provide Customer with Wireless Equipment Rental set out herein in accordance with this agreement.

8.2 Cape Connect Internet will maintain a best effort service uptime of the Wireless Link

8.5 For the purpose of this agreement:

8.5.1 Service usage uptime will be monitored by Cape Connect Internet's monitoring software and only with reference to Cape Connect Internet's network availability and UPS power.

8.5.2 Downtime, outage or interruption or unavailability of the Wireless Equipment Rental, as a result of, or caused by:

8.5.2.1 any outage, interruption or unavailability of the services or facilities of an external or third party telecommunications or network provider to which the Cape Connect Internet network infrastructure is connected;

8.5.2.2 Any outage, interruption or unavailability caused by Customer's hardware, software and/or applications;

8.5.2.3 Scheduled downtime for general, maintenance, enhancements, upgrades or modifications (or of an otherwise scheduled nature). Cape Connect Internet shall use its reasonable endeavours to minimize downtime periods.

8.5.2.4 An Uncontrollable Event;

8.5.2.5 Any action or omission of the Customer, including without limitation, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, improper use, misuse, neglect or abuse of service.

9 Monitoring, installations and call outs

9.1 Cape Connect Internet will provide remote monitoring of the service.

9.2 All installations and call outs at customer premises will be done during business hours Monday to Friday. A call out fee is applicable.

10. General exceptions

10.1 Cape Connect Internet is under no obligation to support the following:

10.1.1 Any software problem or any defect caused by the negligence of Customer or its employees or agents;

10.1.2 Any equipment or services not directly provided by Cape Connect Internet, including Customer home network equipment, cabling, devices, software and online or offline services;

10.1.3 Where service response may result in risk to the safety of the team attending to a service ticket raised;

10.1.4 Where service response may result in the team contravening any legal and/or safety guidelines or regulations, such as climbing masts in inclement weather;

10.1.5 In instances where uptime disruption is as a result of power outage and Customer has not implemented preventative measures such as uninterruptible power supplies or generators.

Signature: _____ Date _____

STRATCOL USER NO: 9799
STRATCOL USER NAME: Cape Connect
STRATCOL ABBREVIATED NAME: CCINTERNET
(This will be the name appearing on your Bank statement)
STRATCOL USER PHYSICAL ADDRESS:
27 on Delson, Somerset Business Park
Somerset West 7130



DEBIT ORDER AUTHORISATION

ACCOUNT HOLDER (DEBTOR) INFORMATION:

ID Number / Registration Number: _____

Name & Surname / Company Name: _____

Address: _____ Code _____

Contact Details: _____ (Home) _____ (Mobile) _____ (Work)

If Company / CC, Name of Person(s) signing this: _____

Account Holder Name: _____ Bank: _____

Branch / Code: _____ Account Number: _____

Account Type: If "Other" supply details: _____

COLLECTION INSTRUCTION:

Interval:

Recurring transactions: CONTINUE INDEFINATELY UNTIL CANCELLED BY DEBTOR? YES NO

1st Collection (pro rata from activation) & Recurring Day of Month thereafter, for the month in advance (circle one)

1st 15th 25th 27th Last day of month

R _____ (Amount)

I / We, the above mentioned and undersigned, hereby authorise StratCol to collect by debit order from the above mentioned bank account, all amounts due in terms hereof and to pay same to the Stratcol User above.

(I confirm that I / we are the person(s) with signature authority as registered with my / our bank).

SIGNATURE (1): _____ SIGNATURE (2): _____ DATE: _____

AGREEMENT

I/we hereby authorise STRATCOL to issue and deliver payment instructions to my / our banker for collection against my/our abovementioned account at my/our abovementioned bank.

OFFICE USE ONLY

EFT NAEDO

Client reference number: _____ Abbreviated Name: _____

NAEDO TRACKING (Please circle): `1D/ 2D/ 3D/ 4D/ 5D/ 6D/ 7D/ 8D/ 9D/ 10D/ 14D/ 21D/ 32D

The individual payment instructions so authorised to be issued, must be issued and delivered according to the abovementioned interval on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.

The payment instructions so authorised to be issued, must carry a number, which number must be included in the said payment instruction and if provided to me / us should enable me / us to identify the agreement on my / our bank statement. The said number should be added to this form on page 1 under client reference number, before the issuing of any payment instruction and communicated to me / us directly after having been completed by me / us.

I/we agree that the first payment instruction will be issued and delivered as per collection instruction.

If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday), I / We agree that the payment instruction may be debited against my / our account on the following or previous business day.

NAEDO

Allows for tracking of dates to match with flow of Credit at no additional cost to myself / ourselves. I / We authorise the originator to make use of the tracking facility as provided for in the EDO system at no additional cost to myself / ourselves.

Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me / us by giving the Stratcol User notice in writing of not less than the interval (as indicated on the Authorisation) and sent by prepaid registered post or delivered to his / her / its address indicated above.

MANDATE

I / we acknowledge that all payment instructions issued by the Stratcol User shall be treated by my / our abovementioned bank as if the instructions had been issued by me / us personally.

CANCELLATION

I / we agree that although this authority and mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / we also understand that I / we cannot reclaim amounts, which have been withdrawn from my / our account (paid) in terms of this authority and mandate if such amounts were legally owing to the Stratcol User.

ASSIGNMENT

I / we acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

SIGNATURE(S) AS USED FOR OPERATING ON THE ACCOUNT
