CapeConnectInternet
Fibre Optic & Wireless

HOME USER WIRELESS SERVICE APPLICATION

All service agreements are payable in advance by Debit Order.

Subscription Type (please select one):

Home Uncapped WDSL
☐ WDSL 512Kb/s @ R200 p/m
☐ WDSL 1Mb/s @ R375 p/m
☐ WDSL 2Mb/s @ R750 p/m
☐ WDSL 4Mb/s @ R1,130 p/m
☐ WDSL 10Mb/s @ R1,725 p/m

Home Uncapped Wireless
☐ Uncapped 512Kb/s @ R255 p/m
☐ Uncapped 1Mb/s @ R450 p/m
☐ Uncapped 2Mb/s @ R850 p/m
☐ Uncapped 5Mb/s @ R1,660 p/m

SUBSCRIBER DETAILS

Name and Surname:

ID Number:

Physical Address:

Postal Address:

Postal Code:

Telephone: Mobile:

Email: Fax:

Years at Current Address: Years at Previous Address:

Have you obtained permission from the landlord / Body Corporate for the installation?

TRADE / CREDIT REFERENCES

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

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 CC appearing on the second and third pages of this form.

Name: Signature: Date:

Please fax this form to 086-645-0552 or email it 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

Registered in South Africa. Registration number 2016/300835/07. Director M D Bainbridge

Cape Connect Internet CC
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.

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

In common with other internet service providers, 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 and/or transmission of content contrary to applicable law ("Service Misuse"), Cape Connect reserves the right to suspend the service without liability. The Subscriber and Cape Connect shall then co-operate to rectify the situation in the most expedient way.

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.

Termination

This agreement shall be deemed ongoing unless terminated in writing by either party. Either party may terminate the Service with or without cause at any time giving one calendar month written notice. Termination shall be effective immediately upon completion of the notice period. Cape Connect Internet may 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.

Signature: _____ _____ **Date** _____

STRATCOL USER NO: 8382
STRATCOL USER NAME: Cape Connect
STRATCOL ABBREVIATED NAME: CCINTERNET
(This will be the name appearing on your Bank statement)
STRATCOL USER PHYSICAL ADDRESS:
13 Sergeant Street
Somerset West 7130

CapeConnectInternet
Fibre Optic & Wireless

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: CURRENT | SAVINGS | TRANSMISSION | OTHER If "Other" supply details: _____

: _____

COLLECTION INSTRUCTION:

Interval: Monthly

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

1st Collection date: dd_____ /mm _____ / 20_____ R _____. _____ (Amount)

Day of Month thereafter: 27th

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.

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.

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 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

_____ _____