

BROADBAND ACCESS SERVICE

All service agreements are payable in advance.

Subscription Type (please select one):

High-Speed Capped Package
<input type="checkbox"/> Capped 5GB @ R200 p/m
<input type="checkbox"/> Capped 10GB @ R350 p/m
<input type="checkbox"/> Capped 15GB @ R500 p/m
<input type="checkbox"/> Capped 50GB @ R1500 p/m

Game Console Package
<input type="checkbox"/> Single Console @ R200 p/m

Home Package
<input type="checkbox"/> Shaped 384Kb/s @ R300 p/m
<input type="checkbox"/> Unshaped 384Kb/s @ R450 p/m
<input type="checkbox"/> Shaped 512Kb/s @ R575 p/m
<input type="checkbox"/> Unshaped 512Kb/s @ R700 p/m
<input type="checkbox"/> Shaped 1Mb/s @ R750 p/m
<input type="checkbox"/> Unshaped 1Mb/s @ R875 p/m
<input type="checkbox"/> Shaped 2Mb/s @ R1500 p/m
<input type="checkbox"/> Unshaped 2Mb/s @ R1750 p/m
<input type="checkbox"/> Shaped 5Mb/s @ R3500 p/m
<input type="checkbox"/> Unshaped 5MB/s @ R3950 p/m

Business Package
<input type="checkbox"/> Business 384Kb/s @ R500 p/m
<input type="checkbox"/> Business 512Kb/s @ R750 p/m
<input type="checkbox"/> Business 1Mb/s @ R1500 p/m
<input type="checkbox"/> Business 2Mb/s @ R2500 p/m
<input type="checkbox"/> Business 5Mb/s @ R4000 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: _____

Cape Connect Internet CC
P O Box 2823
Somerset West
7129
Tel 0213001000
Fax 0866450552
Email info@cape-connect.com

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 or of 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 _____

Cape Connect Internet CC

Terms and Conditions of Equipment Rental

1 - Letting, Duration & Ownership

- 1.1 Cape Connect Internet CC hereby rents connectivity equipment to the Subscriber as listed on page1.
- 1.2 Any request for termination of this agreement shall be in writing with one calendar month's written notice of intention of termination.
- 1.3 Cape Connect Internet CC retains ownership of the equipment and will remain so until either the equipment is purchased by the Subscriber or returned.

2 - Rentals & Payment

- 2.1 The first month's rental fee is due on or before installation, thereafter rental fees are due within two days of invoice.
- 2.2 Payment will only be deemed to be received if the correct account reference number is used when making payment.
- 2.3 Cape Connect Internet CC may, in its discretion increase the monthly rental payable by no more than 25% in any one year.

3 - Installation & Maintenance

- 3.1 The Subscriber indemnifies Cape Connect Internet CC against any damage caused by the normal installation of the equipment which may involve the drilling of holes and securing of data cables and that Cape Connect Internet CC is not liable for the repair of said damage after de installation.
- 3.2 A fee will be payable for the de-installation & re-installation of the equipment in the event the Subscriber moves premises or if any external variable influences the functioning of the equipment which requires the equipment to be moved.
- 3.3 Cape Connect Internet CC will maintain, repair or replace the equipment for as long as this agreement is in place and strictly adhered to.
- 3.4 Cape Connect Internet CC may impose a surcharge if:
 - The Subscriber insists on an after-hours service call
 - The Subscriber is unable to provide access to the equipment for a Cape Connect Internet CC technician
 - The Subscriber requested a service call, but the fault was due to subscriber error.

4 - The Subscriber may not:

- 4.1 Cede or transfer any rights to the equipment.
- 4.2 Deny Cape Connect Internet CCs agents or employees reasonable access to the equipment.
- 4.3 Use the equipment for any purpose for which it is not intended.
- 4.4 Relocate the equipment to a place other than the installation address without notifying Cape Connect Internet CC in writing.
- 4.5 Sell, donate or otherwise alienate the equipment, nor allow it to be attached in terms of any lien or hypothec.
- 4.6 Tamper with the equipment or allow anyone else to tamper with, repair, alter, modify, adjust or service the equipment.

5 - Risk Waiver

- 5.1 Cape Connect Internet CC hereby elects to retain the risk of loss or damage to the equipment, other than in the following instances, under which circumstances the subscriber will be liable to compensate Cape Connect Internet CC for the loss of, or damage to the equipment:
 - In the event of the subscriber is in arrears with any rental payment due;
 - In the event of the equipment was stolen, or damaged in any way.
 - Where risk has been retained by Cape Connect Internet CC, Cape Connect Internet CC will replace the equipment as soon as reasonably possible with similar equipment, or by agreement with the subscriber, terminate the rental.
 - Where the risk has passed to the subscriber, the subscriber shall first compensate Cape Connect Internet CC for the loss before Cape Connect Internet CC will replace the Equipment. In this event, the subscriber is obliged to continue to pay the monthly rental until full compensation is received.

6 - Breach and Termination

- 6.1 Without prejudice to any other claims and remedies that Cape Connect Internet CC may have against the Subscriber, Cape Connect Internet CC may cancel and terminate this agreement with immediate effect if the Subscriber breaches any term of this agreement and remains in breach for a period of seven days from the date upon which the breach first occurred.
- 6.2 Upon termination for whatever reason, Cape Connect Internet CC shall have the right to exercise any one or more of the following remedies:
 - To initiate legal action for and recover all rents, and other payments, then accrued or thereafter accruing.
 - To take possession of the Equipment, without demand or notice, without any court order or other process of law.
 - The Subscriber hereby waives any and all damages occasioned by such taking of possession.

7 - Limitation of Liability

- 7.1 Cape Connect Internet CC shall not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the equipment.
- 7.2 The subscriber hereby indemnifies Cape Connect Internet CC against any loss or damage suffered by Cape Connect Internet CC arising out of or in connection with the subscriber's use of the equipment from whatever cause and against any claims of whatsoever nature that may be instituted against Cape Connect Internet CC arising from the use of the equipment and any consequential loss or damage arising from the foregoing.
- 7.3

8 - General

- 8.1 These Terms and Conditions of Rental, together with the appendices hereto, constitute the sole record of the agreement between Cape Connect Internet CC and the subscriber with regard to the Equipment, and Cape Connect Internet CC shall not be bound by any representation, warranty, or implied term not recorded herein.
- 8.2 No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed on behalf of Cape Connect Internet CC.
- 8.3 No indulgence which Cape Connect Internet CC may grant to a Subscriber shall constitute a waiver of any of Cape Connect Internet CCs rights.

Signature: _____ Date _____

Please fax this form to 086-645-0552 with the following documents:

- A copy of your ID, Passport or Driver's Licence
- A recent utility bill or other proof of residence