

## **Application form for Telephone and Internet Service** **Blue Mountain Village, Gardens & Retirement Estate (Wireless)**

ERF Number: \_\_\_\_\_

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

ID Nr: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Tel: \_\_\_\_\_ Cell Nr: \_\_\_\_\_

Physical address: \_\_\_\_\_ Postal address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please select your choice of packages below**

Owner

Tenant

Builder

**Please tick the box**

Option	Monthly Subscription (Rand) incl VAT	Please tick your option here
Installation of Hardware/Labour (once-off)	R1200,00	
<b>Router options (Optional, once-off, Please confirm stock is available)</b>		
Cudy WR1300 AC1200 Dual Band Wi-Fi Router	R650,00	
MikroTik hAP ax <sup>2</sup>	R2299,00	
<b>Telephone Options</b>		
Standard Line	N/C	
Option 2	R131,00	
Option 3	R295,00	
<b>Capped Internet Packages</b>		
Internet 20 - (20GB)*	FREE	
Internet 50 - (50GB)*	R375,00	
Internet 100 - (100GB)*	R 550,00	
Internet 200 - (200GB)*	R 650,00	
Internet 300 - (300GB)*	R 850,00	
<b>Uncapped Internet Packages</b>		
8Mbps Uncapped*	R 850,00	

\*includes the free 20GB available to BMV and BMRE households

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_. Signature: \_\_\_\_\_.

Official use only					
Account No		Radius Acc		Owner	
Extension No		Invoice No		Occupant	

Service Conditions on overleaf

## **AGREEMENT**

### **1. Definitions**

In this Agreement:

(a) "WE", "OUR", "US" means Clearwire Communications. (b) "YOU", "YOUR" means the person or company named overleaf. (c) "NETWORK" means any Wireless or Fibre Optic Network System available from us that you have opted to use. (d) "SERVICES" means the Wireless/Fibre Services provided by us. (e) "INSTALLATION FEE" means the once off amount charged for connection to the Services as specified overleaf. (f) "MONTHLY CHARGE" means the amount payable for access to the network and provision of certain services as set out in the Agreement and/or detailed in overleaf. (g) "COMMENCEMENT DATE" means the date on which we connect your Wireless/Fibre Equipment to the network. (h) "MINIMUM PERIOD" means the period of three (3) months commencing on the Commencement Date. (i) "DEPOSIT" means the amount payable with the "INSTALLATION FEE" defined in (e) above and is a refundable amount of 1 months "MONTHLY CHARGE" as defined in (f) above providing that the conditions of 7. ending the Agreement have been met by you.

### **2. Connection to the Network and provision of the Services**

2.1 We will connect you to the Network and will use our reasonable endeavors to make this Network available to you throughout the term of this Agreement.

2.2 The Services may from time to time be adversely affected by factors outside our control. We shall not be liable if the services are adversely affected by such factors which may include but are not limited to: Weather conditions, obstructions such as buildings, trees and other sources of radio interference and physical damage to the network.

### **3. Payment**

3.1 Payment for the Services is due and paid in advance on a monthly basis via debit order and Value Added Tax is payable on all charges levied by us unless otherwise specified.

3.2 For any overdue payments we may charge daily interest at 2% above the current FNB Bank base lending rate as published in their offices.

3.3 The Service Charges may be increased from time to time and notification will be provided to you two months prior to this being affected.

3.4 If a debit order is not processed due to inaccurate account details supplied by customer, or lack of funds, a processing fee of R100 plus VAT will be charged.

### **4. Agreement Length**

4.1 This Agreement shall continue for the Minimum Period and will automatically renew thereafter indefinitely unless terminated within the specified notice period prior to this time as specified in Clause 7.1 below.

### **5. Warranties and Liability**

5.1 We shall not be liable for any defect in the Services arising out of your acts, omissions, negligence or defaults including any failure by you to comply with our reasonable recommendations.

5.2 Likewise we shall not be liable for any claim for loss (financial or otherwise), damage or injury whatsoever sustained by you arising out of the provision of the services or otherwise whether such claims or actions arise from the negligent or willful acts or omissions of the service provider, its servants or agents.

5.3. In particular we shall in no way be held liable for any misuse of the Services by You by way of unsolicited mailing ("spam"), hacking, or engaging in any illegal or objectionable activities whatsoever.

### **6. Suspension**

6.1 We may suspend the Services if and for so long as any of the following circumstances apply:

6.1.1 if you fail to comply with any of the terms and conditions of this Agreement;

6.1.2 if you allow to be done anything, which in our reasonable opinion, may have the effect of jeopardizing the Services;

6.1.3 if you fail to pay any sum due to us on the date payment is due in respect of the Services under this Agreement.

6.1.4 if in our reasonable opinion the Services are being used in a manner prejudicial to you, us, or any other user of the Network;

6.2 In addition we may suspend the Services for Network maintenance and upgrades. If the Services are suspended in this manner for a period of seventy two (72) hours or more, we will on a pro-rata basis credit to you charges during the unavailability of the Network.

6.3 If we reinstate the Services following any suspension you may be liable for an administration fee of R100.00 plus VAT.

### **7. Ending the Agreement**

7.1 You may end this Agreement by giving us not less than one (1) calendar month written notice sent to [support@clearwire.co.za](mailto:support@clearwire.co.za).

7.2 We may end this Agreement by giving notice to you with immediate effect in any of the following circumstances:

7.2.1 if you fail to remedy any breach of the terms of this Agreement within fourteen (14) days of your receiving written notice of such breach from us or if you otherwise persistently fail to comply with any of the terms of this Agreement.

7.2.2 In the case of you being declared Insolvent or bankrupt;

7.2.3 If you do or allow to be done anything that jeopardizes the operation of the Services;

7.2.4 if the operation of the Network is terminated or if the provision of the Services to us is discontinued for any reason;

7.2.5 if the result of any credit reference agency search is in our reasonable opinion considered unsatisfactory;

7.3 You may terminate this Agreement in the event of our failure to remedy any breach of this Agreement by us, if we have received written notice from you of the breach and we have not remedied the breach with fourteen (14) days of our receipt of such written notice.

7.4 In the case of termination by you under Clause 7.3, you shall not be liable to pay the Cancellation Charge referred to in Clause 7.4 above.

### **8. Transfer of Liability**

8.1 You cannot transfer your obligations to pay charges under this Agreement without our prior written permission

8.2 Nothing in this Agreement shall restrict our ability to assign or transfer our rights and obligations under this Agreement to another service provider, although we will give written notice to you should we do so.

### **9. Excusable events**

9.1 We shall not be held liable for any breach of this Agreement if caused by an "Act of God", war, emergency, compliance with any statutory obligations, industrial disputes, fire, lightning, flood, exceptionally severe weather, acts or omissions of persons and our bandwidth service providers for whom we are not responsible or any other cause beyond our reasonable control. For so long as these events continue, your payment obligations under this Agreement will be suspended if and to the extent that such events cause a breach of this Agreement.

### **10. Equipment**

10.1 Unless you purchase the equipment in full, the equipment will remain our property for the duration of this agreement, and must be immediately returned to us in working condition upon the termination of this agreement. If it shall be deemed necessary by Us to remove the equipment ourselves, You shall allow unrestricted access for this purpose and We shall not be required to prove ownership of such equipment.

10.2 If you purchase any equipment from us such equipment will be sold "Voetstoots" and ownership of the equipment will remain vested with us until we receive all costs and charges relating to such equipment from you.

### **11. Installation**

11.1. It is your responsibility to obtain any required permits, homeowner associations approvals, mortgage grantors permission, or to gain landlord approval for the placement of antennas and other equipment on the installation site.

11.2. Unless otherwise agreed to in writing, the point of final delivery of Service will be at the termination point of the primary Local Area Network (LAN) cable. If Service is not delivered wirelessly or via fiber optic network but instead of by LAN cable, the delivery point of Service and quality of Service will be deemed as measured or experienced on a newly-configured laptop computer supplied by us. No responsibility shall be taken for performance of Service on Your own equipment.

### **12. General**

12.1 You should promptly, but in any event within seven (7) days advise us in writing of any change of address or bank details. We may ask you to validate any change of details for fraud prevention purposes.

12.2 We reserve the right to modify the **terms and conditions** of this Agreement to comply with new legislation, statutory instruments, Government regulations or licenses. Should any such variation take place, we will notify you in writing.

12.3 You may terminate this agreement at any time prior to your connection to the service by writing CANCELLED overleaf and emailing it to us at [support@clearwire.co.za](mailto:support@clearwire.co.za)

12.4 You shall in no way or form whatsoever resell or cause to resell any bandwidth, internet access or any other of our products or services without our express written permission. Engaging in any such action shall entitle us to terminate your account with immediate effect.

12.5. All unused, invoiced bandwidth/data, including top ups, is carried over and expires after 60 days.

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## **Acceptable Use Policy**

### **1. Unacceptable Use**

1.1 Clearwire Communication's services may only be used for lawful purposes and activities. Clearwire Communications prohibits any use of its Services including the transmission, storage and distribution of any material or content using Clearwire Communications network that violates any law or regulation of the Republic. This includes, but is not limited to:

- 1.1.1 Any violation of local and international laws prohibiting child pornography, obscenity, discrimination (including racial, gender or religious slurs) and hate speech, or speech designed to incite violence or hatred, or threats to cause bodily harm.
- 1.1.2 Any activity designed to defame abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
- 1.1.3 Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.
- 1.1.4 Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.
- 1.1.5 Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another client without their consent; or any attempt to enter into a transaction with Clearwire Communications on behalf of another client without their consent.
- 1.1.6 Any violation of the exchange control laws of the Republic.
- 1.1.7 Any activity that results in the sale, transmission or distribution of pirated or illegal software.

### **2. Threats to Network Security**

- 2.1 Any activity which threatens the functioning, security and/or integrity of Clearwire Communications network is unacceptable. This includes:
  - 2.1.1 Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by Clearwire Communications for this goal.
  - 2.1.2 Any effort to use Clearwire Communications equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").
  - 2.1.3 Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.
  - 2.1.4 Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person.
  - 2.1.5 Any activity which threatens to disrupt the service offered by Clearwire Communications through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks.
  - 2.1.6 Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus, trojan horse, worm, malware, botnet or other harmful, destructive or disruptive component.
  - 2.1.7 Any unauthorised monitoring of data or traffic on the network without Clearwire Communications explicit, written consent.
  - 2.1.8 Running services and applications with known vulnerabilities and weaknesses, e.g. insufficient anti-automation attacks, any traffic amplification attacks, including recursive DNS attacks, SMTP relay attacks.
  - 2.1.9 Failing to respond adequately to a denial of service attack (DOS / DDOS).

### **3. Spam and Unsolicited Bulk Mail**

- 3.1 Clearwire Communications regards all unsolicited bulk email (whether commercial in nature or not) as spam, with the following exceptions:
  - 3.1.1 Mail sent by one party to another where there is already a prior relationship between the two parties and the subject matter of the message(s) concerns that relationship.
  - 3.1.2 Mail sent by one party to another with the explicit consent of the receiving party.
  - 3.1.3 Clients should only receive bulk mail that they have requested and/or consented to receive and/or which they would expect to receive as a result of an existing relationship.
- 3.2 Clearwire Communications will take swift and firm action against any user engaging in any of the following unacceptable practices:
  - 3.2.1 Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail.
  - 3.2.2 Using any part of Clearwire Communications infrastructure for the purpose of unsolicited bulk mail, whether sending, receiving, bouncing, or facilitating such mail.
  - 3.2.3 Operating or maintaining mailing lists without the express permission of all recipients listed. In particular, Clearwire Communications does not permit the sending of "opt-out" mail, where the recipient must opt out of receiving mail which they did not request. For all lists, the sender must maintain meaningful records of when and how each recipient requested mail.
  - 3.2.4 Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients or a recipient who has indicated s/he wishes to be removed from such list, or failing to provide the recipient with a facility to opt-out.
  - 3.2.5 Using Clearwire Communications service to collect responses from unsolicited email sent from accounts on other Internet hosts or e-mail services that violate this AUP or the AUP of any other Internet service provider. Advertising any facility on Clearwire Communications infrastructure in unsolicited bulk mail (e.g. a website advertised in spam).
  - 3.2.6 Including Clearwire Communications name in the header or by listing an IP address that belongs to Clearwire Communications in any unsolicited email whether sent through Clearwire Communications network or not.

### **4. Users Outside of South Africa**

- 4.1 Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply to the user. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Clearwire Communications will assist foreign law enforcement agencies (LEAs) in the investigation and prosecution of a crime committed using Clearwire Communications resources, including the provisioning of all personal identifiable data.

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## 5. Protection of Minors

5.1 Clearwire Communications prohibits Clients from using Clearwire Communications service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing, or transmitting material that is unlawful, including child pornography and cyber bullying.

## 6. User Responsibilities

6.1 Clients are responsible for any misuse of Clearwire Communications services that occurs through the Client's account. It is the Client's responsibility to ensure that unauthorised persons do not gain access to or misuse Clearwire Communications service.

6.2 Clearwire Communications urges Clients not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the Client and Clearwire Communications cannot be held liable for the Client being placed on any bulk mailing lists as a result.

6.3 Where the Client has authorised a minor to use any of the Clearwire Communications services or access its websites, the Client accepts that as the parent/legal guardian of that minor, the Client is fully responsible for: the online conduct of such minor, controlling the minor's access to and use of any services or websites, and the consequences of any misuse by the minor

## 7. Best-Effort

7.1 The selected services will be delivered as a best effort service.

7.2 Best-effort describes a network service in which the network does not provide any guarantee that data is delivered or that delivery meets any quality of service. In a best-effort network, all users obtain best-effort service. Under best-effort, network performance characteristics such as network delay and packet loss depend on the current network traffic load. When network load increases, this can lead to packet loss, retransmission, packet delay variation, and further network delay, or even session disconnect.

7.3 This refers to the approach to service quality where the network itself does not actively differentiate in its treatment of services that transit the network. In a best effort IP network all IP packets are treated in the same fashion. The network undertakes its "best effort" to deliver every packet as quickly as it can, but makes no undertaking to treat any class of packets preferentially to any other.

## **POPI ACT AGREEMENT AND CONSENT DECLARATION:**

WHEREAS IT IS AGREED THAT

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services. The company (also called the service provider), all the parties to this agreement, the service provider's employees and the client's employees and any subsequent party/parties to this agreement acknowledge and confirm that:

One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.

Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.

Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.

Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain. For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that "confidential information" shall also include inter alia and shall mean inter alia:

- (a) all information of any party which may or may not be marked "confidential," "restricted," "proprietary" or with a similar designation;
- (b) where applicable, any and all data and business information;
- (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
- (d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

All parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavours and take all reasonable precautions to ensure that any information provided, is only used for the purposes of the agreement.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION YOU MUST NOTIFY THE SERVICE PROVIDER IMMEDIATELY FAILING WHICH IT WILL BE DEEMED THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE. You may do so by emailing [support@clearwire.co.za](mailto:support@clearwire.co.za) with the subject POPIA.

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Clearwire Communications CC, CK 2009/006149/23  
 149 Park Road, Blue Mountain Village, George, 6529  
 Tel: 044 810 0000 - Fax: 044 887 0376  
 Email: [support@clearwire.co.za](mailto:support@clearwire.co.za)

## **Telephone and Internet Options**

### **Blue Mountain Village, Gardens & Retirement Estate (Wireless)**

	Clearwire Close-R- Call Plans (Residential Customers)	Call Charges		Monthly Subscription (Rand)	
		Standard Time (All charges Incl. VAT)	Callmore Time (All charges Incl. VAT)		
Standard	Monthly subscription includes; • Free BMV internal calls • Free 20 GB Data	-All internal calls within Blue Mountain are free of charge. -Standard Telkom Rates apply on all other calls.		N/C	
Additional Standard Line	Monthly subscription includes; • Free BMV internal calls	-All internal calls within Blue Mountain are free of charge. -Standard Telkom Rates apply on all other calls.		R95.00	
Option 2	Monthly subscription includes; • Free Weekender Landlines • Free 7PM to 7AM Landlines • Voice Mail • Itemized Billing	-Billed at Standard Telkom rates	-Unlimited local and long distance calls at no charge up to an hour per call.	R131,00	
Option 3	Monthly subscription includes; • Free Calls to Landlines • Voice Mail • Itemized Billing	-Local and long distance calls at no charge up to 1300 minutes per month. -Low rates for fixed-to-mobile calls.	-Unlimited local and long distance calls at no charge up to an hour per call. -Low rates for fixed-to-mobile calls.	R295,00	
				Monthly	1GB Top-up
Internet 20	20 GB Cap per month	Fast Broadband access.		FREE	R49,00
Internet 100	100 GB Cap per month	Fast Broadband access.		R550,00	R19,00
Internet 200	200 GB Cap per month	Fast Broadband access.		R650,00	R9,00
Internet 300	300 GB Cap per month	Fast Broadband access.		R850,00	R6,00
8Mbps Uncapped	Download Speed 8Mb/s Upload Speed 4Mb/s	FUP 800GB, then possibly reduced to 2Mb/s (depending on network utilization)(fair usage policy)		R850,00	
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INITIAL \_\_\_\_\_



Clearwire Communications CC, CK 2009/006149/23, 149 Park Road, Blue Mountain Village, George, P.O Box 2514, 6530

**BANK DEBIT ORDER INSTRUCTION**

Name (Debtor) : \_\_\_\_\_ Date : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Signatory Name : \_\_\_\_\_  
Contact Tel : \_\_\_\_\_  
ID Nr. : \_\_\_\_\_

Dear Sirs/Madams

Abbreviated name as registered with the bank : CLEARWIRE

The details of my bank account are as follows:

BANK : \_\_\_\_\_  
BRANCH/TOWN : \_\_\_\_\_  
BRANCH NO. : \_\_\_\_\_  
ACCOUNT NAME : \_\_\_\_\_  
ACCOUNT NO. : \_\_\_\_\_  
TYPE OF A/C : \_\_\_\_\_  
(savings, current, transmission)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. On the \*1<sup>st</sup> day ("payment day") of each and every month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account

\*Debit Orders will be submitted on the last working day of each month.

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

The individual payment instructions so authorized to be issued must be issued and delivered as follows

**MANDATE**

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned 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 shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS \_\_\_\_\_

Assisted by:  
FOR OFFICE USE  
AGREEMENT REFERENCE NUMBER

INITIAL \_\_\_\_\_