

## **Application form for Telephone and Internet Service**

### **Blue Mountain Carenet Haven & Gables Phase 3**

**Haven / Gables 3 Unit Number:** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

**Please tick appropriate box**

Haven

Gables

**Please select your choice of packages below**

Option	Monthly Subscription (Rand)	Please tick your option here
Activation fee (Once off)	R690,00	
<b>Telephone Options</b>		
Standard Line	R85,00	
Option 2	R131,00	
Option 3	R295,00	
<b>Internet Packages</b>		
Internet – 10GB	R125,00	
Internet – 20GB	R250,00	
5Mbps Uncapped	R399,00	
8Mbps Uncapped	R850,00	
<b>Router Options (Please contact office for availability)</b>		
Cudy WR1300 AC1200 Dual Band Wi-Fi 5 Router	R675,00	
Cudy WR3000 AX3000 Dual Band Wi-Fi 6 Router	R725,00	
MikroTik hEX (E50UG) Router (No Wi-Fi)	R1379,00	
MikroTik hAP ax <sup>2</sup>	R2299,00	

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 (j) above and is a refundable amount of 1 months "MONTHLY CHARGE" as defined in (k) 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 wilful 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, restrict, or limit the Services, either partially or in full, with or without prior notice, under any of the following circumstances:

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

6.1.2 If you fail to make payment for any amount due to us under this Agreement on or before the due date, regardless of the reason for such non-payment;

6.1.3 If, in our sole and reasonable discretion, you use the Services or the Network in a manner that constitutes abuse, is unlawful, or poses a threat to the stability, security, integrity, or reputation of our infrastructure or services;

6.1.4 If you engage in any activity that results in excessive usage, network abuse, or misuse of the Services in breach of our Acceptable Use Policy or Fair Usage Policy;

6.1.5 If we believe, acting reasonably, that your continued access to the Services presents a risk to other users, Clearwire Communications, or the public;

6.1.6 If required to do so by law, regulation, or court order.

6.2 In addition to the circumstances above, we may temporarily suspend the Services to perform necessary maintenance, upgrades, or enhancements to our Network. If such a suspension lasts more than seventy-two (72) continuous hours, we will credit your account on a pro-rata basis for the affected period of unavailability, provided that the suspension was not caused by your conduct or breach of this Agreement.

6.3 No credit, refund, or pro-rata discount will be issued in respect of any period during which Services are suspended as a result of your failure to pay amounts

due or your breach of this Agreement, including but not limited to late payment, abuse of the network, or any contravention of the Acceptable Use Policy.

6.4 If the Services are reinstated following any suspension resulting from your non-compliance, an administration and reactivation fee of R100.00 plus VAT will apply and must be paid prior to restoration of service.

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

#### **7.1 Termination by the Customer**

7.1.1 You may terminate this Agreement at any time after the Minimum Period by providing no less than one (1) full calendar month's written notice, submitted via email to [support@clearwire.co.za](mailto:support@clearwire.co.za)

7.1.2 You may also cancel the Agreement prior to service activation by clearly writing "CANCELLED" on the application form and emailing a scanned copy to the same address.

7.1.3 If you terminate this Agreement before the expiry of the Minimum Period, you will be liable for a cancellation fee equivalent to the remaining balance of all Monthly Charges due for the rest of the Minimum Period, which shall become immediately due and payable.

#### **7.2 Termination by Clearwire Communications**

We may terminate this Agreement, in whole or in part, immediately and without prior notice in the following circumstances:

7.2.1 If you fail to remedy a breach of any provision of this Agreement within fourteen (14) days after receiving written notice from us;

7.2.2 If you commit any serious or repeated breach that, in our reasonable view, materially compromises the operation, security, or legal standing of our Services or Network;

7.2.3 If you are declared insolvent, file for bankruptcy, or are otherwise deemed financially unfit to meet your obligations;

7.2.4 If you or your authorized users engage in conduct deemed abusive, threatening, unlawful, or harassing towards our staff or other customers;

7.2.5 If you allow the Services to be used in a way that jeopardizes the safety, legality, or performance of our Network or negatively affects other users;

7.2.6 If the operation of the Network is discontinued or if we are no longer able to provide Services due to regulatory or infrastructure constraints;

7.2.7 If, in our reasonable opinion, the outcome of a credit assessment is unsatisfactory;

7.2.8 If we choose to terminate this Agreement without cause, we may do so by providing no less than thirty (30) calendar days' written notice.

#### **7.3 Termination by the Customer for Breach by Clearwire**

7.3.1 You may terminate this Agreement in the event of our material breach, provided that:

(a) You have given us written notice of such breach; and

(b) We have failed to remedy that breach within fourteen (14) days of receiving such notice.

7.3.2 In such a case, you shall not be liable for any early termination or cancellation fees, provided the breach was material and not a result of conditions beyond our control (see Clause 9).

#### **7.4 Effect of Termination**

7.4.1 Upon termination of this Agreement for any reason:

- All unpaid fees and charges accrued up to the date of termination shall become immediately due and payable.

- All equipment provided to you and not purchased outright remains the property of Clearwire Communications and must be returned promptly in working condition.

- If collection or retrieval of equipment is necessary, you agree to grant us reasonable access to the premises for such purpose.

- Failure to return equipment may result in additional charges, including full replacement value.

7.4.2 Termination of this Agreement does not relieve you of your obligation to pay any amounts already owed under the terms herein.

### **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.

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#### 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
- 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.
- 12.6. We have a zero tolerance policy on harassment, rude or intoxicated actions to any of our staff members. Any violations may result in a suspension of service.

#### 13. Termination or Modification of "Free" Services

##### 13.1 Right to Terminate or Modify Free Services:

- 13.1.1 The ISP reserves the absolute right, at its sole discretion, to terminate, modify, suspend, or discontinue any service designated as "Free" at any time, for any reason, and without prior notice.
- 13.1.2 Such termination or modification may be exercised due to, but not limited to, changes in business strategy, economic conditions, technological advancements, regulatory compliance, market conditions, operational requirements, security concerns, misuse, abuse, or any other reason deemed appropriate by the ISP.
- 13.1.3 The ISP is under no obligation to provide a reason for any such action taken in relation to "Free" services.

##### 13.2. No Guarantee or Obligation to Continue Free Services:

- 13.2.1 The provision of "Free" services does not constitute a contractual obligation to maintain such services indefinitely. The ISP makes no guarantees regarding the availability, continuity, or performance of "Free" services.
- 13.2.2 Users acknowledge that "Free" services are provided solely at the discretion of the ISP and may be withdrawn or altered at any time without liability.
- 13.2.3 The ISP shall not be responsible for any direct, indirect, incidental, consequential, or special damages arising from the modification, suspension, or termination of "Free" services.

##### 13.3 Notification of Changes to Free Services:

- 13.3.1 While the ISP is not obligated to provide prior notice before terminating or modifying "Free" services, it may, at its discretion, notify users through any communication channel it deems appropriate, including but not limited to email, website announcements, or account notifications.
- 13.3.2 Any notification provided shall be deemed a courtesy and shall not create any obligation on the part of the ISP to continue providing the "Free" service beyond the point of modification or termination.

##### 13.4. User Acknowledgment and Waiver of Claims:

- 13.4.1 Users expressly acknowledge that they have no vested right, claim, or entitlement to any "Free" services offered by the ISP.
- 13.4.2 Upon termination or modification of any "Free" service, users agree to immediately cease use of the service and release the ISP from any and all liability, claims, demands, losses, damages, costs, or expenses arising from or related to such termination or modification.
- 13.4.3 Users further acknowledge that any reliance on the continued availability of "Free" services is entirely at their own risk, and the ISP shall not be held liable for any disruptions, inconveniences, or losses incurred as a result of the discontinuation or modification of such services.

##### 13.5. Reservation of Rights:

- 13.5.1 The ISP reserves all rights to modify the terms governing "Free" services at any time, with or without notice. Users are encouraged to periodically review these terms for any updates or changes.
- 13.5.2 Continued use of any "Free" service after modification of the terms constitutes acceptance of the revised terms.

By utilizing any "Free" service provided by the ISP, users expressly acknowledge and agree to the terms set forth in this section regarding the ISP's absolute right to modify or terminate such services at its sole discretion.

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## 14. Acceptable Use Policy

### 14. 1. Unacceptable Use

14.1.1 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:

- 14.1.1.1 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.
- 14.1.1.2 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.
- 14.1.1.3 Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.
- 14.1.1.4 Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.
- 14.1.1.5 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.
- 14.1.1.6 Any violation of the exchange control laws of the Republic.
- 14.1.1.7 Any activity that results in the sale, transmission or distribution of pirated or illegal software.

### 14. 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:

- 14.2.1.1 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.
- 14.2.1.2 Any effort to use Clearwire Communications equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking").
- 14.2.1.3 Forging of any TCP/IP packet headers (spoofing) or any part of the headers of an email or a newsgroup posting.
- 14.2.1.4 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.
- 14.2.1.5 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.
- 14.2.1.6 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.
- 14.2.1.7 Any unauthorised monitoring of data or traffic on the network without Clearwire Communications explicit, written consent.
- 14.2.1.8 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.
- 14.2.1.9 Failing to respond adequately to a denial of service attack (DOS / DDOS).

### 14.3. Spam and Unsolicited Bulk Mail

14.3.1 Clearwire Communications regards all unsolicited bulk email (whether commercial in nature or not) as spam, with the following exceptions:

- 14.3.1.1 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.
- 14.3.1.2 Mail sent by one party to another with the explicit consent of the receiving party.
- 14.3.1.3 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.

14.3.2 Clearwire Communications will take swift and firm action against any user engaging in any of the following unacceptable practices:

- 14.3.2.1 Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail.
- 14.3.2.2 Using any part of Clearwire Communications infrastructure for the purpose of unsolicited bulk mail, whether sending, receiving, bouncing, or facilitating such mail.
- 14.3.2.3 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.
- 14.3.2.4 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.
- 14.3.2.5 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).
- 14.3.2.6 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.

### 14.4. Users Outside of South Africa

14.4.1 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.

### 14.5. Protection of Minors

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~~14.5.1 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.~~

#### 14.6. User Responsibilities

14.6.1 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.

14.6.2 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.

14.6.3 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

#### 14.7. Best-Effort Service

##### 14.7.1 Service Nature

The selected services are provided on a best-effort basis, meaning that while the ISP will use commercially reasonable efforts to deliver the service, no guarantees or warranties—express or implied—are made regarding service performance, quality, uptime, availability, speed, or reliability.

##### 14.7.2 No Performance Guarantees

Best-effort service means the network does not guarantee data delivery, performance consistency, or adherence to any specific Quality of Service (QoS) metrics. Network characteristics such as latency, jitter, packet loss, and throughput may vary due to factors beyond the ISP's control, including but not limited to network congestion, third-party infrastructure failures, environmental conditions, or acts of God. The ISP is not responsible for any disruptions, degradations, or failures in service, whether temporary or prolonged.

##### 14.7.3 Equal Treatment of Traffic

All data packets are treated equitably within the network, without prioritization, acceleration, or discrimination between different types of traffic, applications, or users. The ISP reserves the right to implement traffic management measures, including but not limited to rate limiting, congestion control, and bandwidth allocation, to maintain network integrity and efficiency.

##### 14.7.4 Service Interruptions and Limitations

The ISP shall not be held liable for any loss, damage, or inconvenience resulting from service interruptions, delays, degradation, or failures, regardless of cause. Users acknowledge that connectivity and performance may be affected by peak traffic periods, third-party service dependencies, or maintenance activities.

##### 14.7.5 No Liability for Third-Party Failures

The ISP is not responsible for disruptions originating from external networks, interconnections, or upstream providers. Any service impact resulting from failures, restrictions, or actions by third parties, including but not limited to telecommunications carriers, data centers, and content providers, falls outside the ISP's liability.

##### 14.7.6 No Compensation for Service Degradation

The ISP does not provide refunds, credits, or compensation for service fluctuations, disruptions, or perceived performance deficiencies. The customer acknowledges that best-effort services are inherently variable and agrees to use them at their own risk.

##### 14.7.7 Right to Modify or Restrict Services

The ISP reserves the right to modify, restrict, or discontinue services, either temporarily or permanently, with or without notice, as necessary to ensure operational stability, regulatory compliance, or technical feasibility.

#### 15. POPI ACT AGREEMENT AND CONSENT DECLARATION:

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~~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.

#### 16. Fair Usage Policy (FUP)

- 16.1 Internet services provided by Clearwire Communications may be subject to a Fair Usage Policy (FUP) designed to ensure an optimal experience for all users across the Network.
- 16.2 Each service package includes a defined soft usage threshold ("FUP limit") to maintain balanced network performance. These thresholds are published on our website and/or accompanying service documentation and reflect the maximum volume of high-speed data intended for fair and reasonable usage.
- 16.3 Should your usage exceed the applicable FUP threshold, we reserve the right, at our sole discretion, to apply one or more of the following measures without notice:
  - Throttling of download and/or upload speeds;
  - Traffic shaping or rate limiting of specific data types or protocols;
  - Temporary or ongoing service restriction in cases of sustained overuse.
- 16.4 FUP enforcement decisions shall be made at Clearwire Communications' sole discretion and are final. You acknowledge and accept that continued use of the Services implies acceptance of this policy and any service impacts resulting from its enforcement.
- 16.5 No credits or refunds shall be issued for any reduction in service speed or quality resulting from enforcement of the FUP.

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Clearwire Communications CC, CK 2009/006149/23  
 149 Park Road, Blue Mountain Village, George, 6529  
 Tel: 044 810 0000- Fax: 044 805 7131  
 Email: [support@clearwire.co.za](mailto:support@clearwire.co.za)

## **Telephone and Internet Options**

### **Blue Mountain Carenet Haven & Gables Phase 3**

	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 Line	Monthly subscription • Free BMV internal calls	-All calls within Blue Mountain are free. -Standard Telkom Rates apply on all other.		R85,00
Option 2	Monthly subscription includes; • Home line rental • Voice Mail • Free BMV internal calls	-Billed at Standard Telkom Rates.	-Unlimited local and long distance calls at no charge up to an hour.	R131,00
Option 3	Monthly subscription includes; • Home line rental • Voice Mail • Free BMV internal calls	-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. -Low rates for fixed-to-mobile calls.	R295,00
Internet 1	• 10 GB Cap per month	Fast Broadband access.		R125,00
Internet 2	• 20 GB Cap per month	Fast Broadband access.		R250,00
5Mbps uncapped	Download speed 5Mbps Upload speed 5Mbps	FUP 500GB, thereafter may be reduced to 3Mbps/2Mbps (Depending on network utilization) (fair usage policy)		R399,00
8Mbps uncapped	Download speed 8Mbps Upload speed 4Mbps	FUP 800GB, thereafter may be reduced to 2Mbps (Depending on network utilization) (fair usage policy)		R850,00
<div><div>- If the call duration exceeds 1 hour, (All options), normal per second billing according to the time of the day and the distance band, will apply.</div><div>- If the monthly Standard Time minutes exceed 1300 minutes, (Option 3), normal billing according to the time of day and the distance band will apply.</div></div>				

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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 authorised 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 authorised 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  
This Agreement reference number is:

INITIAL \_\_\_\_\_