



HEXABYTE
WIRELESS INTERNET

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Internet Application Form: Business Premium

Client Information

Client / Company:	
ID / Registration No:	
Installation Address:	
Contact Person:	
Telephone Nr:	
Cell Phone Nr:	
Email Address:	
VAT Nr:	

Packages	Uncapped, Unshaped & Unthrottled Symmetrical & 2:1 contention	X
BASIC	R 1799.00 10 Mbps / 10 Mbps	
ADVANCED	R 2999.00 20 Mbps / 20 Mbps	
PREMIUM	R 3599.00 30 Mbps / 30 Mbps	
ULTIMATE	R 3999.00 40 Mbps / 40 Mbps	

Service Term:		
Package Fee:		
Installation Fee:	On Contract: R 595.00	No Contract: R 3995.00
Other:		
Total:		
Date:	Signature:	

Terms & Conditions

Definitions and interpretation:

1. "CPE" means Customer Premises Equipment that included but are not limited to the antennas, communication cards, network cabling, gateways and modems installed at a Subscriber's Premises to send and/or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future improved services to the Subscriber.
2. "ICASA" means The Independent Communications Authority of South Africa as established in terms of the ICASA Act 13 of 2000 as amended.
3. "POE device" means Power over Ethernet and is a device that connects to an external power source and then provides power to a secondary device or devices over a network cable to exclude the necessity for a power supply unit that needs to connect to a conventional power outlet.
4. "Service Provider" means Hexabyte (Pty) Ltd.
5. "The Service" means the internet access package and/or related services such as hosting and mailbox provision as requested and agreed upon by the Subscriber and provided by the Service Provider.
6. "Subscriber" means the client who signed up for the service provided by the Service Provider.
7. "Contented service" means the shared service applicable to the various packages.

Termination:

The termination of the agreement may occur when:

1. Month-to-Month Contracts: By giving a calendar month notice by email, fax or to the chosen domicile address for service of legal notices of the other party.
2. 12; 24 & 36 Month Contracts: By giving a calendar month notice by e-mail, fax or to the chosen domicile address for service of legal notices of the other party after expiry of the initial 12 & 24 Month Contract Period.
3. The redemption conditions regarding the cancellation of a 12, 24 or 36 month contract are as follows: A three month redemption amount applies which corresponds to the monthly contract subscription. The notice month is excluded from the 3 month buyout condition.
4. At the discretion of the Service Provider in the event of the failure by the Subscriber to pay any monthly subscription or other fee or charge due to the Service Provider timeously.
5. A material breach of these Terms and Conditions of Service or the Fair Usage Policy (FUP) incorporated therein.
6. Any service or order is subject to cancellation by the Service provider due to Acts of God, or from any cause beyond control of the Service Provider, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

Increases in rates & refunds

1. The Service Provider reserves the right to increase applicable rates in the event of any increase in the cost of bandwidth or any other facility provided by an upstream service provider.
The service provider will notify the Subscriber of such increase in writing, as soon as reasonably possible.
2. The Service Provider reserves the right to amend subscription rates at its discretion and such amended rates shall be effective thirty days after notification of the amendment to the Subscriber.
3. There will be no refunds of subscriptions already paid to the Service Provider.

No warranties

1. The Service Provider makes no warranties, express or implied, regarding the Service provided, including but not limited to the availability thereof or the correctness or suitability thereof for the purposes of the Subscriber. The service is provided "as is" and "as available".
2. Without limitation of the foregoing, the Subscriber expressly acknowledges that the Service Provider is reliant on service provision from third parties, the performance of which is beyond the Service provider's control.

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Disclaimer and indemnity

1. To the fullest extent possible, the Service Provider disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use the Service in any manner or from reliance on the Service in any way.
2. The service provider shall not be liable for any claims or damages arising from any deficiency of any nature whatsoever in the Service supplied due to factors outside their direct and reasonable control. This includes the actions of third parties or indirect agencies that are not associated with the Service Provider or its employees or owners. This waiver of liability does not include the negligence on behalf of the Service Provider, its employees or agents.
3. Users agree to indemnify and hold harmless the Service Provider, its members, employees, servants, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or regarding this Agreement and/or the Subscriber's use of or inability to use the Service.
4. The Subscriber acknowledges that he/she remains solely responsible for his/her own security and privacy. Subscribers are advised to install firewalls and anti-virus software and make use of Virtual Private Networks (VPN's) for their own protection.
5. The Service Provider accepts no responsibility for network downtime or any materials (e-books, audio, video, pictures and software) downloaded using our network. Such materials may be copyrighted and use thereof without the copyright holder's consent is illegal.
6. Subscribers remain liable for any data usage. Subscribers are to take note that any device, which can make a connection to the Subscriber's network, or any other Subscriber device connected to the Service Providers CPE, may result in data usage.
7. Such devices include but are not limited to Smart Phones, Smart TVs, DSTV Decoders, Tablet Computers, Personal Computers, Notebook Computers, Servers, Blue Ray Players, Security Cameras or any other network/Wi-Fi enabled devices. It remains the Subscriber's responsibility to protect access to its network and data usage by setting up password and/or any other relevant protection.

The Subscriber acknowledges and accepts that:

1. The extended Service and/or system is not fully controlled by the Service Provider.
2. The availability and/or quality of the services may be affected by factors, including but not limited to, the system, the device and accessories used with the device, total of number of devices connected and using the Service, atmospheric conditions, radio frequency disturbances and other factors beyond the control of the Service Provider.
3. While the Service Provider will take all reasonable steps to ensure that the Service are provided in accordance with this agreement, the Service Provider cannot and does not guarantee or undertake that the Services will be provided at all times and accordingly the parties agree that the Service Provider will not be liable for any direct or indirect loss and/or damage of any nature whatsoever or howsoever arising that may be sustained by the Subscriber as a result of any faults or interruptions in provision of the Service.

Prohibition on sub-letting of the service provided

1. The Subscriber may not cede, sub-let or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained using the Service.
2. The Subscriber is prohibited from reselling the Service in any manner whatsoever.

Compliance with our Fair Usage Policy (FUP)

1. The Subscriber hereby acknowledges that they have read and agreed to the provisions of the Service Provider's Fair Usage Policy (FUP) and that a failure to observe such provisions may lead to the suspension and/or cancellation of this Agreement and the provision of Services.
2. The Subscriber hereby warrants and undertakes in favour of the Service Provider that the Subscriber:
 - 2.1 Will not use or allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services.

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- 2.2 Will only use the Service in accordance with the manufacturers' instructions, for the purpose, and in the manner for which it is intended.
- 2.3 Will comply with all the relevant legislation and regulations and all instructions issued by any governmental authority or by the global network operator(s) and/or wireless service operators, regarding the use of the Service and/or the SIM card (if any).
- 2.4 Will not act or omit to act or allow others to do so, in any way likely to damage, disrupt or interfere with the Service Provider's network or system or cause the quality of the Service to be impaired or interrupted in any manner whatsoever.
- 2.5 Subscriber property and property supplied to the Service Provider will be retained at the Subscribers risk. The Service Provider will take all reasonable steps to exercise care, diligence and skill in managing and handling the property of the Subscriber. However, the Service Provider cannot be liable for damage incurred due to events and circumstances beyond their direct and reasonable control. It is the duty of the Subscriber to ensure that his property is adequately insured.
- 2.6 The CPE only to be used in accordance with the Service Provider or the manufacturer's instructions, as the case may be.
- 2.7 Will only use the CPE provided by the Service Provider and in doing so shall comply with any applicable legislative and/or regulatory obligations which may, from time to time be imposed, in relation to the use of CPE's and the provision of Services, in addition to any directives issued to this extent by the Service Provider itself.
- 2.8 Recognises that no right, title or interest in the software contained in the CPE, issued to the Subscriber, vests in the Subscriber.
- 2.9 Will not, nor permit any third party, to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE.

Invoicing and Payment

1. The Subscriber shall be liable for a once off installation fee as per quote from the Service Provider and this fee must be settled upon completion of the installation.
2. The Subscriber expressly consents to receiving all invoices and other notices and notifications by electronic mail.
3. The Subscriber must pay the service provider in advance for the Service rendered on or before the 1st day of each month. Payment must be made by the 5th of each month; the Service Provider reserves the right to disconnect the Services for overdue accounts, while the Subscriber shall continue to be liable for the Service until the conditions of notice have been fulfilled. Debit payments may be processed to collect payments for previous months if they have not been collected yet. Alternate payment dates may be arranged and need to be confirmed in writing and signed by both parties.

Subscribers

4. Subscribers whom provide their own hardware for connecting to the Service Provider's CPE will be charged an appropriate installation and setup fee. It remains the Subscriber's responsibility to ensure all such hardware is ICASA approved.
5. All Services are invoiced in advance and a pro-rata amount may be due depending on the date when the installation is completed and the Service initiated.

Contention & Line Speed

1. Hexabyte provides a contended service, the contention is related to the different packages.
2. One of the most significant impacts on your broadband speed can be the contention ratio.
3. Contention ratio is how many people are sharing the same service as you. The more people who are connected simultaneously the slower the connection might be.

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General provisions

1. Illegal use of any networking software or hardware to bypass the standard of the Service Provider’s Configuration and regulation is strictly forbidden.
2. No variation of these terms and conditions will be binding on either party unless stated writing and signed by or on behalf of both parties.
3. The parties hereby consent to the jurisdiction of any Magistrate’s Court having jurisdiction over their person in respect of any legal proceedings arising out of these Terms and Conditions and to the payment of all costs on an attorney-andclient scale including VAT, tracing fees and collection commission in respect of any legal proceedings instituted by the service provider pursuant to the entering into of this Agreement.
4. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
5. This Service Agreement, Terms, and Conditions contain the record of the entire agreement between the Service Provider and the Subscriber. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor waiver of the right to enforce such provision.
6. All CPE equipment that connects to the wireless network of the Service Provider must be and will remain the property of the Service Provider unless indicated otherwise, by the Service Provider, in the service Agreement. The Service Provider must have access to all CPE equipment connecting to its network at all reasonable times. All CPE equipment must be ICASA approved whether ownership resides with the Service Provider or the Subscriber.
7. The Subscriber shall be responsible to insure the CPE equipment and shall include but not be limited to lighting, electrical surge, fire, theft, malicious or accidental damage.
8. At termination of the Service, the Service Provider has the right to remove all CPE equipment leased to the Subscriber and/or belonging to the Service Provider, from the Subscriber’s property or installation address, and the Subscriber irrevocably agrees to the removal of such CPE equipment and has no right to claim ownership.
9. Normal business day shall be from Monday to Friday 08:00 to 17:00 and exclude any public holiday.

Notices and domiciles (address for service of legal notices)

1. The parties choose as their domicile or address for any notices in terms of this Agreement, as reflected on the Application Form of which these terms and conditions form a part. Notices may also be given in the form of a data message (e-mail).
2. Data messages, including e-mail messages, sent by either party to the other be deemed to be received only when acknowledged.
3. Any notice sent by facsimile shall be deemed to have been received by the other party by close of business on the business day following the sending of the fax.

I/We declare that to the best of my/our knowledge the information I/we provided in this service agreement is correct and that I/we read and understood the terms and conditions of this service agreement as provided by the service provider and accept it as binding. I am / we are authorised to sign this agreement.

I, the undersigned, have read and understood and hereby accept the service and the terms and conditions of the service.

Signature Applicant: _____

Date: _____

Signature Spouse: _____

Date: _____

Witness Signature: _____

Date: _____