

**CapriCom**
NETWORKS

Reg. Nr. 2005/036247/23

Limitless communications

Districts: Capricorn, Vhembe & Waterberg

Tel: 015 065 0000 / 015 065 0001 / 015 065 0002 /

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Support: 072 908 3951

Fax: 086 546 5543

Management: 082 773 6632

Head Office:

No. 5 Ismini Office Park

Platinum Park, Polokwane, 0699

info@capricom.co.za

www.capricom.co.za

FIBRE APPLICATION FORM : OPENSERVE**Business Application (complete only for business applications)**

Company Name :

Registration Number :

VAT Number :

Personal Details

Surname:

First Name:

Contact Person:

Telephone Nr:

Cell Nr 1:

Cell Nr 2:

Email Address:

Identity Number :

Installation Details (I confirm that the below physical address is my *domicilium citandi et executandi*)

Unit/Stand/Street Number:

Street Name:

Suburb/Complex Name:

Town:

Name of nearest School / Police Station / Hospital :

Installation co-ordinates (current location) :

Payment Method : INSTALLATION FEE (Please select)EFT ☐Cash ☐Debit Order (Please complete attached form on pages 8, 9) ☐**Payment Method : MONTHLY SUBSCRIPTION FEE (Please select)**EFT ☐Cash ☐Debit Order (Please complete attached form on pages 8, 9) ☐**Payment Method : ADDITIONAL EQUIPMENT (Please select)**EFT ☐Cash ☐Debit Order (Please complete attached form on pages 8, 9) ☐**CapriCom Networks Banking Details**

Bank :	FNB
Account Nr :	623 739 45024
Branch :	260226
Type :	Cheque

Accepted by (Name) :

(Who warrants that they are authorized to sign)

Date :

Signature :



The Applicant

CapriCom Networks - Standard Terms and Conditions

TERMS AND CONDITIONS

South Africa Terms and Conditions

CAPRICOM NETWORKS CC

General Terms and Conditions of Service

Applicant consents to jurisdiction of any competent S.A. Magistrate's court for adjudication of legal disputes between CapriCom Networks and Applicant, T's & C's will be construed and interpreted in accordance with laws of the Republic of S.A.

1. INTERPRETATION

1.1 "CAPRICOM NETWORKS" – CAPRICOM NETWORKS CC registration number Company Reg. No. 2005/036247/23.

1.2 CAPRICOM NETWORKS – Is an umbrella brand for CAPRICOM NETWORKS CC's Internet Service Provider products.

1.3 "Services" – the Internet Services which are selected and agreed upon on the face hereof and on the attached Product Addendum/s and any ancillary services related thereto.

1.4 "Customer" – the Company, Close Corporation, Firm, Partnership or Persons (agents) contracting to receive the Services from CAPRICOM NETWORKS in terms of this Agreement.

1.5 "Agreement" – these terms and conditions as read together with the schedule on the face hereof and the applicable attached Product Addendum/s.

1.6 "Connection Date" – the date on which CAPRICOM NETWORKS CC accepts the contract commences.

1.7 "Duration of the Contract" – the number of months the Service specified upon on the face hereof and or the applicable attached Product Addendum/s is contracted for.

1.8 "Network Operator" – refers any and all carriers and other data and voice carriers with whom CAPRICOM NETWORKS CC interconnects.

1.9 "Product Addendum/s" – each service offered by CAPRICOM NETWORKS CC has its own standard terms and conditions stipulating contract duration and package information. The customer Agreement is not deemed complete without the relevant product addendum/s attached and signed by Customer. The Customer Agreement and the relevant product addendum/s are deemed as one legally binding.

2. APPOINTMENT AND TERM

2.1 With effect from the date of acceptance hereof by CAPRICOM NETWORKS CC Customer identified on the face hereof and on the Product Addendum/s or any other document as agreed in writing between the parties appoints CAPRICOM NETWORKS CC to provide to and/or on behalf of Customer in accordance with the provisions hereof.

2.2 Company/Client's name must be the legal name of a Company or Person for registration purposes.

2.3 Clearly select your preferred package on the application form. We will amend your package to the nearest available package, in your area (according to budget), should you choose a package that is unavailable in your area.

2.4 Please also provide relevant documents, as per the application form, to ensure that your installation will be booked.

2.5 This agreement will go into effect from the date of installation and/or the date of service activation, signed and ordered from CAPRICOM NETWORKS CC. The customer agrees to be bound by the provisions contained in the notice, directive, or applicable tariff plan issued or derived by CAPRICOM NETWORKS CC and/or the service provider from time to time.

2.6 Customer acknowledges that this document or such other document as agreed in writing between the parties constitutes an offer by the Customer, which may be accepted or refused by CAPRICOM NETWORKS CC in its sole discretion. The offer will be considered once received by CAPRICOM NETWORKS CC via DocuSign or any other form of delivery. Connection of Customer's Services shall be deemed to constitute acceptance of the offer by CAPRICOM NETWORKS CC and commencement of this Agreement. This Agreement shall become binding between CAPRICOM NETWORKS CC and Customer whether or not Customer was notified of the acceptance of the offer.

2.7 No agreement can be cancelled/terminated within the first three months. One calendar month's written notice is required for cancellation of ALL agreements. 12- and 24-month contracts can be cancelled with one calendar month's written notice as well as the applicable cancellation fees. When cancelling a 12-month contract, the subscription fees for the remainder of period cancelled, is due at the time of notification. You will be responsible for all collection, tracing, and legal fees if you fail to settle your account. In order to help with unpaid invoices, CapriCom Networks maintains the right to temporarily remove equipment. When cancelling a 24-month fibre contract, you will be liable for a fibre cancellation fee as per your chosen fibre supplier, and stipulated in your specific fibre agreement. Cancellations to be sent to cancellation@capricom.co.za

2.8 Term contracts, fibre and wireless, will automatically revert to month-to-month contract at the end of their respective terms, unless written notice is received within the notice period that the contract should come to an end, at the end of it's respective term. Normal cancellation terms and conditions will apply.

2.9 No temporary disconnections will be allowed, on either wifi/fibre packages.

2.10 Wireless packages are based on fibre main feeds. Fibre packages run on either Vumatel, Frogfoot or Openserve infrastructure and their respective terms. Openserve does not guarantee line speeds.

2.11 **Fibre CANNOT be moved as it is underground.** The fibre will need to be cancelled at the old address and a new order will need to be placed at the new address, with a new application form. If you have a 24 month contract for Fibre, there will be a cancellation fee of R1 725-00, which can be paid off over 3 months. Please note CapriCom Networks take no responsibility for fibre downtime.

3. TERMINATION OF AGREEMENT

3.1. Either party may terminate the Service. If Customer cancels service prior to the expiration of the contract term, Customer will be responsible for payment of the remaining monthly service fees established in the contract terms. Termination of the agreement does not relieve Customer of its obligation to pay unpaid or accrued charges due. All CAPRICOM NETWORKS-owned equipment must be returned in working condition at the customer's expense. If CAPRICOM NETWORKS-owned equipment is not returned or is returned damaged, the customer is obligated to pay the invoiced replacement value of the equipment, especially if the equipment is repossessed due to outstanding payments.

3.2 Termination of the agreement does not relieve the customer from the liability to pay arrear accounts by Customer up until the service is disconnected by CAPRICOM NETWORKS CC.

3.3 CAPRICOM NETWORKS CC shall be entitled in its sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without CAPRICOM NETWORKS CC incurring any liability whatsoever in the event of non availability of the service or if any agreement giving CAPRICOM NETWORKS CC access to anything relating to the service, being suspended, cancelled, varied or terminated.

3.4 Termination of the contract by Customer before the specified date of termination for breach of contract will result in the customer being liable for the full payment of the remaining subscription fee(s) for the applicable term signed upon in the terms of this Agreement and the terms stipulated and signed upon in the Product Addendum/s. (Refer to clause 2.7). Upon termination of an CAPRICOM NETWORKS service, Customer will be issued a prorated refund equal to the remaining amount of the current month's recurring charges. Customer will also be charged a final instance of the monthly recurring charges for the cancelled services.

4. THE CAPRICOM NETWORKS CC SERVICES

4.1 Customer shall allow CAPRICOM NETWORKS CC access to the customer's premises, with prior notification to the customer, at all reasonable times in order to install, maintain, monitor, inspect, replace or remove the Services, if applicable.

4.2 CAPRICOM NETWORKS CC endeavours that the Services rendered will be provided and maintained during the contract period.

4.3 Because of the need to conduct repair and/or improvement work from time to time on the technical infrastructure by means of which the Services are provided, the provision of the Services may be suspended from time to time without notice by CAPRICOM NETWORKS CC; and CAPRICOM NETWORKS CC is exempted from all liability for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to Customer and/or any third party arising from such suspension.

4.4 Customer shall have no claim of whatsoever nature and howsoever rising against CAPRICOM NETWORKS CC including no right to withhold payment of any monies due in terms hereof should the network temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the services or facilities provided by the network operator or CAPRICOM NETWORKS CC be temporarily unavailable.

4.5 CAPRICOM NETWORKS CC does not warrant or guarantee that the information transmitted by the use of the Services will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular country.

4.6 CAPRICOM NETWORKS CC shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without CAPRICOM NETWORKS CC incurring any liability whatsoever in the event of non availability of the Services or if any agreement giving CAPRICOM NETWORKS CC access to anything relating to the Services, is suspended, cancelled, varied or terminated.

4.7 CAPRICOM NETWORKS CC at its discretion will credit vet prospective customers.

4.8 Abuse Policy – Customer may use Services only for lawful purposes and Services may not be used in violation of any operating rule, policy, or guideline set by CAPRICOM

NETWORKS CC. CAPRICOM NETWORKS CC will cooperate with law enforcement if criminal activity is suspected. CAPRICOM NETWORKS CC may immediately suspend or terminate Services if such Services are used by Customer or any of its end users in a manner that (i) restricts or inhibits any person, whether a user of CAPRICOM NETWORKS CC or otherwise, in its use or enjoyment of CAPRICOM NETWORKS CC Services or any other systems, services or products, or (ii) if CAPRICOM NETWORKS CC believes Services are being used in an unlawful manner.

4.9 CAPRICOM NETWORKS CC reserves the right to suspend and/or terminate services at any time if abuse is detected.

5. CHARGES AND DISPUTES

5.1 Customer shall pay to CAPRICOM NETWORKS CC:

5.1.1 Upon commencement hereof, the initial connection charge and all other introductory or

5.1.2 Commencement charges stipulated on the attached product addendum(s) and

5.1.3 Monthly in arrears or as and when billing is passed on by the network operator, the total call charges used and/or generated by the customer during each billing period and any other charges payable in respect of the Services requested by Customer or other charges levied by CAPRICOM NETWORKS CC from time to time; and

5.1.4 Value added tax at the applicable rate on all VATable charges and services. All charges, unless otherwise stated, exclude value added tax.

5.2 The charges payable by Customer to CAPRICOM NETWORKS CC for the provision or facilitation of the Services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by CAPRICOM NETWORKS CC from time to time and the contents of such notice, directive, promotion or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out herein.

5.3 CapriCom Networks retains the right to change prices with one month's notice and may do so in effect. Customers will be notified one month in advance, of any pricing changes in monthly subscription fees.

5.4 All pricing is subject to change without prior notice, applicable to Vumatel, Frogfoot and Openserve.

5.5 CAPRICOM NETWORKS CC's Tax Invoice/Statement document of charges, shall be prima facie proof of the amounts owed by Customer to CAPRICOM NETWORKS CC in terms hereof and of the other facts stated therein, then Customer shall bear the onus of proving that CAPRICOM NETWORKS CC's Tax Invoice / Statement is incorrect in such respect.

5.6 If Customer wishes to dispute any invoice or part of an invoice falling due in accordance with Clause 5.5 Customer shall, before the invoice is due, the Customer shall communicate via email with CAPRICOM NETWORKS CC accounts department, before the invoices is due. Any undisputed part of a disputed invoice shall be paid by the customer before the due date. (Clause 5.5).

Checking the monthly Tax Invoice is Customer's responsibility and CAPRICOM NETWORKS CC will accept the Tax Invoice as correct if no dispute is submitted before the due date on the invoice.

5.7 The Parties shall use reasonable endeavours to resolve such payment disputes as soon as is reasonably practicable.

5.8 Tax Invoice/Statements for monthly billing customers are sent via email.

5.9 Arrear accounts may be disconnected for payment and may be subject to a reconnection fee of R350-00. Clients will be contacted telephonically, and/or emailed for arrear

accounts, also notifying clients of impending disconnection. Disconnected customers, will be required to reapply, subject to account status.

5.10 CAPRICOM NETWORKS CC will require a bank confirmation letter to confirm the customer's banking details for any refunds. CAPRICOM NETWORKS CC has strict protocols in place regarding refunds to Customers to avoid payments made into wrong bank accounts.

5.11 Additional cabling for PC's or networking, can be quoted to clients. Wireless Network technicians have knowledge to connect PC's or TVs to the internet but are not IT technicians and don't do IT. IT related work has to be attended to, by client's own IT provider. CapriCom Networks supplies and maintains connections with relevant content (Internet, VPN, CCTV, etc.). CapriCom Networks can supply IT support, through our affiliate company CapriNet, that can assist with all IT related enquiries and services. For all IT related services, please contact CapriNet at 015 023 1100 or info@caprinet.co.za

6. PAYMENT

6.1 Payment options: Debit Order, EFT, cash or card. All prices are inclusive of 15% VAT. (Bank confirmation letter to be submitted when requesting a debit order).

6.2 Customer agrees that payment shall only have been made to CAPRICOM NETWORKS CC when the monies remitted by Customer have been received into CAPRICOM NETWORKS CC's bank account.

6.3 Should payment be returned unpaid or stopped or should any charge card account or credit card account of the customer be rejected for whatsoever reason or should CAPRICOM NETWORKS CC exercise its right to suspend the provision of the services due to late or nonpayment of any monies due in terms hereof by Customer, then Customer shall pay an administration charge as may be levied by CAPRICOM NETWORKS CC from time to time for each such nonpayment, suspension or any other breach of this Agreement which amount shall be liable upon demand and recoverable by CAPRICOM NETWORKS CC.

6.4 Payment shall be made by Customer, within the agreed terms, which is within thirty days from the invoice date, or unless otherwise agreed in writing.

6.5 Non receipt of invoices and or a dispute by Customer will not be considered as a valid basis for late or nonpayment. (Please refer to Clause 4.8 for account disputes).

6.6 All rates and charges are billed in RAND.

6.7 Arrear accounts may be disconnected for payment and may be subject to a reconnection fee of R350-00. Clients will be contacted telephonically, and/or emailed for arrear accounts, also notifying clients of impending disconnection. Disconnected customers, will be required to reapply, subject to account status.

6.8 Customer will be fully responsible for all open receivables collection commission, legal fees and late payment fees as well as the remaining subscriptions due to CAPRICOM NETWORKS (PTY)LTD based on Agreement and/or Services addendums.

6.9 Package upgrades might require additional equipment, which will be billed for, the client's account. These upgrades need to be confirmed with our High Site, team prior to upgrade. Standard area availability for packages apply.

6.10 The first month subscription fee, will be calculated on a pro-rata basis, from the date of activation.

6.11 CapriCom Networks allows equipment, initial any subsequent or replacement equipment, with the exception of battery backups, to be paid over a term of maximum six months, with no interest charges. Battery backups may be paid over a maximum period of three months. CapriCom

Networks reserves the right to demand a deposit of up to 50% before any equipment is installed and/or replaced. Monthly subscription fee must be paid up to date. Arrears subscriptions may lead to disconnection.

7. EQUIPMENT

7.1 Customer acknowledges that the equipment was received in working order.

7.2 Please note there is absolutely no guarantee against lightning or power surges on equipment. Kindly take precautions to avoid lightning or power surge damage. Help prevent damage by unplugging power cables from power outlets. Insurance for equipment is the client's own responsibility.

7.3 Customer shall be liable to CAPRICOM NETWORKS CC for the cost of repair or replacement of equipment that is lost, stolen or damaged as a result of Customer's negligence.

7.4 Applicants indemnify CapriCom Networks, against any damage, loss, claims or cost that may result from work being done, in accordance with the services being rendered, removal of the service and/or applicants computer equipment not being compatible. Applicants acknowledge that there will be charged additional fees for work or maintenance outside the normal equipment warranty required to be done by CapriCom Networks. Applicants agree this additional work should be paid on receipt of invoice or alternatively will be added to the monthly subscription fee.

8. LIMITATION OF LIABILITY

8.1 Customer hereby indemnifies CAPRICOM NETWORKS CC and holds CAPRICOM NETWORKS CC harmless against any claim by any third party arising directly or indirectly out of Customer's access to or use of the Services or information obtained through the use of it, including without limitation of any claim due to the use of the Services for unlawful purposes.

8.2 Use of Internet related services is subject to CapriCom Networks acceptable use policy (AUP). CapriCom Networks will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, direct, or otherwise, even if CapriCom Networks has been advised of the possibility of such damages. CapriCom Networks or its agents will not be liable for any loss of data due to a software security breach, virus infection or any other form of data loss that can be incurred while connected to the internet or otherwise.

8.3 Customer must pay CAPRICOM NETWORKS CC for the replacement or repair of damage to CAPRICOM NETWORKS CC's equipment or facilities caused by the negligence or willful act of Customer or users improper use of Services or any use of equipment or service provided by others.

8.4 The Customer must insure the equipment or facilities installed at their premises against theft or mishandling. Otherwise, the Customer shall be liable for the cost of replacement equipment.

8.5 The equipment installed at the Customer's premises remains the property of CAPRICOM NETWORKS CC until it is paid for in full.

9. BREACH OF CONTRACT

9.1 If Customer commits, suffers or permits a breach of any term of this Agreement or if Customer fails to pay any amount under this Agreement on or before the due date,

then CAPRICOM NETWORKS CC shall be entitled without prejudice to any of its other rights arising out of this Agreement forthwith and without any liability towards Customer to suspend its provision of Services to Customer in whole or in part and/or disconnect Customer from the network and/or to render the equipment inoperable by whatever means.

9.2 Termination of the contract by Customer before the specified date of termination for breach of contract will result in Customer being liable for the full payment of the remaining subscription fee for the applicable term signed upon in the terms of this Agreement and the terms stipulated and signed upon in the Product Addendum/s.

9.3 In the event of a breach by Customer, should Customer fail to remedy such breach within 48 (forty eight) hours after receipt of notice to that effect from CAPRICOM NETWORKS CC, or should Customer repeatedly breach this Agreement in such manner that Customer's conduct is inconsistent with the intention or ability of Customer to carry out the terms of the Agreement, or if Customer is sequestered or placed under liquidation or enters into judicial management or any act of insolvency or enters into a compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, CAPRICOM NETWORKS CC shall be entitled without prejudice to its rights in law or in terms of this Agreement to take possession of the goods, or disconnect the services, and is hereby irrevocably authorised to enter upon Customer's premises to take delivery of such goods without Court order.

10. DOMICILIUM AND NOTICES.

10.1 Customer and CAPRICOM NETWORKS CC hereby choose domicilium citandi et executandi for all purposes of and in connection with this Agreement at the physical address as set forth on the face hereof. CAPRICOM NETWORKS CC shall be entitled to give any notice in terms of this Agreement by email.

11. GENERAL

11.1 This Agreement in conjunction with the signed Product Addendum/s constitutes the sole record of the Agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, express or implied term, promise or the like not recorded herein and in the Product Addendum/s or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement and the attached Product Addendum/s shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that CAPRICOM NETWORKS CC may grant to Customer shall constitute a waiver of any of CAPRICOM NETWORKS CC's rights. In this Agreement the singular shall include the plural.

11.2 This Agreement and the signed Product Addendum/s shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection with this Agreement and the signed Product Addendum/s shall be determined in accordance with such laws.

11.3 Should any provision of this Agreement and the signed Product Addendum/s be rendered unlawful then that unlawful provision only shall be invalid, without affecting or invalidating any of the remaining provisions of this Agreement and the signed Product Addendum/s, which shall continue to be in full force and effect.

11.4 CAPRICOM NETWORKS CC is entitled to cede its rights and / or to delegate its obligations arising from this Agreement and/or assign this Agreement, wholly or partly, to any third party. Customer shall not be entitled to cede or

delegate his rights and/or obligations arising out of this contract, unless accepted in writing by the credit control manager or a director of CAPRICOM NETWORKS CC.

11.5 Customer warrants the accuracy of all information furnished by or on behalf of Customer in terms of or pursuant to this Agreement and the signed Product Addendum/s. Customer shall forthwith notify CAPRICOM NETWORKS CC in writing of any changes from time to time in the information set out in the schedule on the face hereof and on the signed Product Addendum/s. If at any time, there is a change to your email address or contact information, it is your responsibility to communicate these changes to our office.

11.6 The parties hereby consent to the jurisdiction of any Magistrates Court which may exercise jurisdiction over any of the parties in terms of Section 28 of the Magistrates Courts' Act 32 of 1944 in respect of any dispute arising from or concerning this Agreement, provided that should the Service Provider elect to proceed in the Supreme Court it shall be entitled to do so in the Limpopo Local Division, to which jurisdiction Customer hereby submits.

11.7 Customer undertakes to abide by CAPRICOM NETWORKS CC's acceptable use policy.

11.8 Protection of Personal Information and Privacy Policy – CapriCom Networks will not share your personal information with third parties, marketing or any other purposes, without your consent, unless we are required to do so, by law.

11.9 CAPRICOM NETWORKS CC reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and any such amended or varied terms and conditions shall be binding on Customer from the time that the amended or varied terms are published by CAPRICOM NETWORKS CC on our website www.capricom.co.za

A notification will be sent out to Customer if changed.

11.10 Customer undertakes to notify CAPRICOM NETWORKS CC within seven (7) days of any change of address or change in member, director, shareholder, address or the information as set out on the Company details section on our Customer Service Agreement document.

11.11 Customer undertakes to inform CAPRICOM NETWORKS CC in writing at least thirty (30) days prior to the intended selling or alienating of the whole of or any part of Customer's business and failure to do so will constitute a breach of this Agreement entitling CAPRICOM NETWORKS CC to cancel the Agreement without further notice to Customer. Customer also undertakes to notify CAPRICOM NETWORKS CC in advance about liquidations and or sequestrations and also provide the details of the appointed curator.

11.12 Free telephonic support available 7 days a week, from 8:00 until 22:00 by dialing or sending a WhatsApp or SMS to our Support number: **072 908 3951**. On-site support is charged at CapriCom Networks current rates.

11.13 Disconnected customers will be required to reapply if their accounts remain disconnected for a period of more than three months.

12. FORCE MAJEURE

12.1 If CAPRICOM NETWORKS CC is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement and the signed Product Addendum/s due to any reason or cause beyond the control of CAPRICOM NETWORKS CC or by reason of force majeure, CAPRICOM NETWORKS CC shall be relieved of its obligations in terms of this Agreement and the relevant signed Product Addendum/s during such period.

13. CREDIT FACILITIES

13.1 CAPRICOM NETWORKS CC's decision to grant credit facilities to Customer and the nature and extent thereof is at the sole discretion of CAPRICOM NETWORKS CC.

13.2 CAPRICOM NETWORKS CC reserves the right to withdraw, increase or decrease any credit facilities at any time without prior notice.

13.3 In the event that credit/account facilities are granted, it will be on the basis of and subject to the terms, information and conditions set out on this Agreement or on an application form.

13.4 Whether or not the information made available by Customer in this document is true and correct, it shall nevertheless be deemed to be true and correct.

13.5 In the event of any information made available in this document proving to be inaccurate or incorrect, no further facilities will be allowed and CAPRICOM NETWORKS CC will forthwith and without further reference to Customer be entitled to institute recovery proceedings for any and all sums then owing by the customer to CAPRICOM NETWORKS CC.

13.6 CAPRICOM NETWORKS CC may perform a credit search on Customer's records with one or more registered Credit Bureau when assessing Customer's application form.

13.7 CAPRICOM NETWORKS CC reserves the right to monitor Customer's payment behaviour by researching his/her record at one or more of the registered Credit Bureau.

13.8 CAPRICOM NETWORKS CC reserves the right to use new information and data obtained from other Credit Bureau in respect of Customer's future applications.

13.9 CAPRICOM NETWORKS CC reserves the right to record the existence of Customer's account with Credit Bureau.

13.10 CAPRICOM NETWORKS CC reserves the right to record and transmit details of how Customer has performed, and how the account is conducted by Customer in meeting his/her obligations on the account.

13.11 CAPRICOM NETWORKS CC undertakes to give Customer twenty-eight (28) days written notice prior to the forwarding of the details to the Credit Bureau.

14. DEED OF SURETYSHIP

14.1 I, by my signature hereto do, in addition to the above, hereby bind myself in my private and individual capacity as surety for and co-principal debtor in solidum with Customer in favour of CAPRICOM NETWORKS CC for the due performance of any obligation of Customer and for the payment to CAPRICOM NETWORKS CC by Customer of any amounts which may at anytime become owing to CAPRICOM NETWORKS CC by Customer from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages and actions against Customer. This suretyship shall be a continuing covering guarantee/surety which may only be cancelled, in writing, by CAPRICOM NETWORKS CC and then only, provided that all sums then owing by the applicant (whether due or not) to CAPRICOM NETWORKS CC have been paid in full.

14.2 I, furthermore, record that if more than one person has appended his signature hereto, there shall come into existence a separate distinct and independent contract of suretyship/guarantee which is brought into existence by each signatory hereto. If for any reason this suretyship/guarantee is not binding (for whatever reason) on any one signatory then the obligations of the remaining signatories shall nevertheless be and remain of full force and effect.

All packages are uncapped. NO throttling on our network.

Standard By signing below, the Applicant accepts the CapriCom Networks Terms and Conditions.

Accepted by (Name) : _____
(Who warrants that they are authorized to sign)



Signature (The Applicant)

Date : _____

FIBRE INTERNET



Kindly see below our fibre packages and installation / activation fees applicable.

All 24-month contracts signed are specific to the address applicable, should you move or cancel within 24 months, the installation / activation fee will be billed to your account.

Please kindly indicate if you are doing a new application or switching over from a different service provider

New Application ☐

Switching from a different service provider ☐

****Initial****

→ **Select package below**

MERCURY
50Mbps Download 25Mbps Upload R630-00

MARS
50Mbps Download 50Mbps Upload R700-00

VENUS
100Mbps Download 50Mbps Upload R760-00

SATURN
100Mbps Download 100Mbps Upload R840-00

JUPITER
200Mbps Download 100Mbps Upload R985-00

****Initial****

URANUS
200Mbps Download 200Mbps Upload R1 040-00

NEPTUNE
300Mbps Download 150Mbps Upload R1 120-00

EARTH
500Mbps Download 250Mbps Upload R1 250-00

****Initial****

→ **Select router option**

☐ Reeye Dual band Wi-Fi 6 Dual-WAN Gigabit Router (RG-EW3000GX) @ R 1 040-00

****Initial****

OR

Alternatively, own router if compatible, after confirmation

☐

****Initial****

→ **Select installation / activation option**

R2 000-00 Openserve Installation Fee ☐

OR

Free Installation / Activation (24-month contract) ☐

****Initial****

Plus R500-00 Openserve Service Activation Fee ☐

OPENSERVE FEES :

Call out fee : R1 500-00
Re-grading fee : R100-00

COMPULSORY

Documents Required for Application

COMPULSORY

- Completed, signed application form
- Proof of payment for the deposit payable
- Clear copy of ID
- CIPC documents (for business applications only)

All packages are uncapped. NO throttling on our network.

By signing below, the Applicant accepts the CapriCom Networks Standard Terms and Conditions.

Accepted by (Name) : _____
(Who warrants that they are authorized to sign)



Signature (The Applicant)

Date : _____

**** Please initial where selection is made ****

DEBIT ORDER INSTRUCTION

BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY

COMPULSORY FOR BANK DEBIT ORDER INSTRUCTION OR CREDIT CARD AUTHORITY

CapriCom Account Reference No : _____

Name : _____ **Date :** _____

Address : _____ **Cell Nr :** _____

Commencement date : _____

* Installation fee payable equally over six months. This amount must be added to the subscription fee for the duration of the six months.

Please choose from the below :

Debit Amount

			Monthly Subs	R	
			Installation Fee	+	R
			Additional Equipment	+	R
			Total Debit Amount	R	**Initial**

Dear Sirs / Madams

The details of my/our account are as follows :

CHEQUE / SAVINGS / CURRENT

Please complete below information for Cheque / Savings / Current Account

BANK : _____

BRANCH TOWN : _____

BRANCH NO : _____

ACCOUNT NAME : _____

ACCOUNT NO : _____

TYPE OF ACCOUNT : _____

COMPULSORY

PLEASE ATTACH BANK CONFIRMATION LETTER

CapriCom Networks Banking Details

Bank :	FNB
Account Nr :	623 739 45024
Branch :	260226
Type :	Cheque

Accepted by (Name)
(Who warrants that they are authorized to sign)

Signature :  _____

Date : _____

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.

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

- i. On the _____ day ("payment day") of each and every month commencing on _____ (date). 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; [SELECT WHICH IS APPLICABLE]:
- ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- iii. Bi-monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- iv. Three-monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- v. Six-monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- vi. Annually; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- vii. Weekly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;
- viii. Bi-weekly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due.
- ix. If at any time there is a change to your banking details stored on your account, it is your responsibility to update these banking details.
- x. You must have **sufficient available funds in your Account** to cover the amount of any transaction that would be charged to **your Account**. **It remains your responsibility to ensure that the debit orders are correctly collected from your account.**

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.

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.

Signed at _____ on this _____ day of _____ 20____



SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS