



SPEEDSTREAM

WIRELESS FIBRE

Client Contract

Speedstream (Pty) Ltd

Office: (021) 851 0171

License Nr: 0845/CECNS/MAY/2017

Reg. Nr. 2017/035094/07

Website: www.speedstream.co.za

Email : info@speedstream.co.za / accounts@speedstream.co.za

SPEEDSTREAM specializes in Great Quality Internet Connection and we strive to give best effort service!

Date:

<u>Client Information</u>			
<u>Name & Surname:</u>		<u>Invoice made</u>	
<u>Physical Address:</u>		<u>out to:</u>	
		<u>Cell Phone Nr:</u>	
	<u>Code:</u>	<u>Alternate Nr:</u>	
<u>ID number:</u>		<u>Vat Number:</u>	
<u>Email Address:</u>		<u>Date:</u>	

* Please write in block letters for clear capturing of information. Please save a copy for your own reference.

Standard Terms and Conditions for Online Services

24 Month Contract Terms

I/we agree to give one calendar month's written notice to terminate this contract after the initial 24 months have expired if I/we do not wish to carry on with Speedstreams services. An **Early Termination Charge*** will apply if canceled early. **I/We acknowledge that the Equipment, unless paid for and invoiced to me, it stays the property of Speedstream** if installed by or on behalf of SPEEDSTREAM thus giving Speedstream permission to upgrade the equipment as needed. Should the contract be breached or terminated, for whatsoever reason, Speedstream has the right to remove the equipment within the week of the contract termination and I/we will be liable to pay the Early Termination Charge. After 24 months the contract then changes to a month-to-month agreement with 1 month's written notice to terminate the agreement. The Outside Equipment becomes the property of the clients. General ware and tare are allowed to the equipment but if the equipment is damaged due to ill handling or stolen then I/we agree to pay for the equipment at its current selling price to replace the damaged or stolen equipment, then the new equipment will be the property of Client.

Should I/we fail to pay my/our account I/we shall be liable for any collection, tracing and/or legal fees and that all money still owing will be paid in full. I/we confirm that the above-mentioned physical address shall be my/our Domicilium citandi et executandi.

The Equipment is as follows:

If Speedstream does not use the client's equipment, then the Outside dish & Bracket remains the property of Speedstream for 24 months, and the router belongs to the owner once the Installation fee is paid.

Initial: _____

Moving/Relocating

I/We also agree to inform Speedstream if I/we move and agree to be charged an additional amount to install the Wireless Internet again at the new premises, or in the case there is no line of sight at the new premises, I/We agree that we will be charged the **remaining amount of the installation fee, R1000 or get the new tenants to take over the Wireless internet Contract starting at 24 months again.**

I/We indemnify Speedstream (Pty) Ltd against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered, removal of the service and/or my/our computer equipment not being compatible. Use of Internet related services is subject to our acceptable use policy (AUP). Speedstream (Pty) Ltd 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 Speedstream (Pty) Ltd has been advised of the possibility of such damages. In particular Speedstream (Pty) Ltd 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.

Speedstream has made its best effort to ensure backup power during loadshedding but cannot be held responsible if Loadshedding/Eskom causes further issues with normal power supply.

The Applicant consents to the jurisdiction of any competent South African Magistrate's court for the adjudication of any legal dispute between Speedstream (Pty) Ltd and the Applicant and these terms and conditions will be construed and interpreted in accordance with the law of the Republic of South Africa.

The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by Speedstream (Pty) Ltd and the Applicant.

In the event that any of the terms of this contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

I/We warrant that I/we have read and accept Speedstream's Standard Terms and Conditions and Acceptable use Policy (AUP) for online services available on our website – www.speedstream.co.za or in PDF form on request.

Installation & Equipment

If the equipment was not bought from Speedstream then Speedstream will not be liable for any fault or damage on the equipment from other suppliers.

Included in the installation is a Wireless router for the distribution of a wireless signal on the premises but limited to the range of the router. Additional equipment to extend the wireless range on larger premises is optional at an additional price.

Please note that there is absolutely no guarantee against lightning or power cuts on the equipment. Please take the necessary precaution to avoid lightning damage.

Speedstream only supply and maintain wireless connections with the relevant content (Internet, VPN, CCTV, etc.). Speedstream DOES NOT supply IT support or maintenance and their responsibility ends with the connection to the Customers internal equipment. Any IT related work has to be attended to by your IT personnel or your IT support company. As mentioned above, you can contact GAJ Computers for any IT work.

Early Termination Charges (ETC)

If the Client cancels the 24 month contract before 12 months of activation then the client will be liable for the remainder of the installation fee, R1000 and the outside equipment stays the property of Speedstream, the router stays the Clients.

If the Client cancels between 12 – 24 months then the outside equipment stays the property of Speedstream, and Speedstream is liable to collect the equipment upon cancellation.

Initial: _____

Packages and payment Options:

Package and Price

1. I/We acknowledge that I/we will be charged additional fees for work or maintenance, outside the normal Installation, to be done by Speedstream (Pty) Ltd on day of installation. I/We agree that this additional work should be paid on receipt of invoice or alternatively it will be added to the monthly subscription fee.
2. Free Telephonic support is available during office hours Monday to Friday, 8:30am – 17:30pm. On-site support is charged at Speedstream (Pty) Ltd's current rates.
3. Speedstream (Pty) Ltd reserves the right to modify prices on one month's notice and new pricing will apply to this Contract after the notice period unless the contract is cancelled in writing by the client.
4. Value & Business Uncapped Packages are based on a best effort high quality fibre backhaul connection with asymmetrical download and upload speeds.

Payment Options:

- a. New installations and pro-rata subscriptions are payable on completion and receipt of invoice.
- b. Monthly Subscriptions need to be paid **Monthly in advance on the 1st of every month** by Scheduled payments (Monthly Scheduled payments are compulsory, not optional, please set it up like that with your bank account!)
- c. Internet service will be **disconnected if not paid within 7 – 10 days of receiving the invoice, a reconnection fee will apply**, and will be reconnected as soon as the invoice and reconnection fee has been fully paid. No discount will be given for the days that the internet was disconnected.
- d. A reconnection fee of R 150 will be charged in case the Internet Service has been disconnected for more than 7 days (1 week).
- e. Cancellations require one Calendar month's written notice, and you are still responsible for the amount owed up until cancellation date.

** All packages are uncapped but shaped (torrent and file-sharing applications are shaped during office hours and peak times) (Except the Gold Symmetrical).*

Date: _____

Signature: _____

W I R E L E S S F I L E