



SUBSCRIBER AGREEMENT

Rush Wi-Fi Solutions

Reg no: 2005/150831/23

Address: 21 Nederburg Street Sunset Boulevard Polokwane

Contact: 076 789 7496/ info@rushwifi.co.za

ICASA LICENSE NO. 1345/CECS/JUN2019

YOUR CONTACT DETAILS

Full name / Registered and Company Trading name: "the Subscriber"

ID nr / Company Reg nr: VAT nr:

Contact person: Email Address:

Tel nr: Cell nr:

Fax nr: Other contact nr:

Postal Address: Installation Address:

Code: Code:

DEBIT ORDER DETAILS - COMPULSORY

Account Holder Name:

Bank Name: Branch Name:

Account nr: Branch Code:

Account type: Debit order Date: (i.e. 1st or 7th)

SPEED OPTIONS

Package	Line Speed	Band Width	Tariff per unit per month	VAT	TOTAL (Incl. VAT)	Customer Signature
Customized Package (See Annexure for details)						
Additional Services	Service Type		Tariff per month	VAT	TOTAL (Incl. VAT)	Customer Signature
Voice, hosting, mail, etc.						
TOTAL PER MONTH						
Additional Bandwidth can be purchased @ R 25.00 (Excl. VAT) per Gig						

TERMS & CONDITIONS

i. SUPPLY, USE AND INSTALLATION OF CPE AND SERVICES

Definitions

- "CPE" means Customer Premises Equipment, including the antennas and communication cards, all 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 enhanced services to the Subscriber.
- All risk of loss, theft, destruction or damage due to negligence to the equipment shall vest in the subscriber.
- If any CPE is lost, stolen or damaged due to negligence, the Subscriber shall immediately notify the Service Provider in writing and shall at all times remain liable for all/any costs and charges pertaining to such CPE. The Service Provider shall as soon as reasonably possible replace the CPE. The cost of this replacement equipment shall be for the Subscriber's account.
- Notwithstanding the terms of clause 2 and 3 above, the Services provider bears the risk of any operational failure in relation to the CPE and shall repair/replace such CPE at its sole discretion. The client may be charged a service fee in relation to services rendered regarding the damaged equipment.
- The Services provider bears the risk of any damage or loss suffered thereto which is attributable to *Force Majeure* ("act of God") and shall repair and /or replace the equipment at the subscribers cost. The client will be charged a service fee in relation to services rendered regarding the damaged equipment.
- The CPE shall remain the property of the Service Provider and will be collected upon cancellation of this Agreement.
- Where the subscriber purchased equipment from the Service Provider then the manufactures warranty will apply to such equipment. Such warranty is normally for a period of 12 (twelve) months from the date of purchase and normally covers defective equipment as a result of faulty design, manufacture of workmanship provided that such equipment has not been misused, overloaded, modified or repaired by an un authorised party. The Service Provider may require the subscriber to make available the equipment to the Service Provider or it's nominee for inspection of the equipment at a time and place to be arranged by the Services Provider. Should the Services Provider accept the equipment for repairs and maintenance it shall be deemed to do so as an agent on behalf of the manufacturer or local supplier of the equipment and the Services Provider shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.

- The Subscriber hereby warrants and undertakes in favour of the Service Provider that:

- it 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;
- it recognises that no right, title or interest in the software contained in the CPE, issued to the Subscriber, vests in the Subscriber;
- it shall not, nor permit any third party, to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE.
- The CPE must be used in accordance with the Service Provider or the manufacturer's instructions, as the case may be.
- The Service Provider shall, for the duration of the Agreement and at its sole discretion, upgrade and/or replace CPE installed at the Subscriber's premises from time to time.

ii. BANDWIDTH AND CONNECTIVITY AGREEMENT

The Subscriber subscribes and the Service Provider undertakes to provide the following services (hereinafter selectively referred to as the "Service")

1. THE SERVICE

- Subject to the terms and conditions of this Agreement, the Service Provider will register the Subscriber for use on the Network as soon as reasonably possible and will thereafter for the term of this Agreement provides the Service. The Service Provider shall advise the extent of service and coverage to the Subscriber. The Services may be adversely affected by physical features (i.e. buildings,) atmospheric conditions, topography and other cases of interference. Whilst every effort is made to uphold good quality of service, the service may be dependent on other providers for connectivity, satellite and other bandwidth etc. The local network is constantly monitored; however, connectivity problems upstream (external to our network) may adversely affect all broadband service providers.

INITIAL

- 1.2. Notwithstanding the provisions of clause 1.1 above the Subscriber acknowledges.
- 1.2.1. The Service Provider cannot, and does not, guarantee COVERAGE, SPEED or CAPACITY over any particular area to or from any particular place; and
- 1.2.2. That, upon signature of the acceptance of delivery form, the Service Provider and the Subscriber shall both be deemed for all purposes to have tested the equipment and the service provided and satisfied itself with regard to the COVERAGE, SPEED or CAPACITY furnished thereby.
- 1.2.3. Whilst there are thousands of Internet applications, the Service Provider, cannot and does not guarantee that they will all work.
2. **DURATION**
- 2.1. This contract will be deemed to have commenced on the connection date stipulated in the Agreement "(the Connection Date)" or the date of the actual connection, whichever is the earlier, and will endure for an initial period of:
- 12 (twelve) months – FIXED CONTRACT TERM
- 24 (twenty-four) months – FIXED CONTRACT TERM
- 1 (one) month – MONTH-TO-MONTH CONTRACT, wherefore it will continue indefinitely until terminated by any party on 1 (one) calendar months' notice of such termination. Also see clause 14.5.
3. **PAYMENT OF CHARGES**
- 3.1. The Subscriber undertakes, as consideration for the provision of Services, to make payment of the charges as specified in the Agreement, (hereinafter collectively referred to as the "Charges"):
4. **TERMS AS FOLLOWS:**
- 4.1. The first month's airtime and/or connection fees on the signature hereof.
- 4.2. All subsequent Airtime charges will be paid on or before the SEVENTH day of each subsequent month following the Connection Date and in advance. (the Service Provider has committed to pay its bandwidth fees in advance).
- 4.3. All other charges are C.O.D. unless otherwise agreed to.
- 4.4. All charges will, unless the Service Provider (or its cessionary) advises the Subscriber to the contrary, be payable by means of a direct debit order.
- 4.5. All payments in terms of this contract shall be made free of bank or other charges at the Service Provider's or at such other place as the Service Provider or its cessionary may direct in writing.
- 4.6. The Subscriber shall not be entitled to withhold any payment for any reason whatsoever and nether shall the Subscriber be entitled to claim a remission of subscriber fees.
5. **USE OF THE SYSTEM**
- The Subscriber should be aware of the current statutory provisions relating to the use of the service via the Subscriber Equipment. In addition, the Subscriber agrees:
- 5.1. Not to use or allow others to use the Service for any improper, immoral, or unlawful purpose;
- 5.2. To comply with any reasonable instructions issued by the Service Provider related to the use of the Service and Subscriber equipment;
- 5.3. To provide the Service Provider with all such necessary information as may reasonably be required;
- 5.4. To use only Subscriber equipment approved for use on the Network;
- 5.5. Not to act or omit to act in any way which damages or impairs the quality of the Network;
- 5.6. Not to jeopardize the licenses granted to the Service Provider by using the Network contrary to end-user instructions as published by the Service Provider from time to time.
- 5.7. Hosting illegal, pornographic or other offensive websites is forbidden.
- 5.8. Using this service to conduct illegal, offensive or SPAM business is forbidden.
- 5.9. Publishing illegal or offensive content in any way, FTP, web, e-mail, VOIP service or by any other means, using this network is forbidden.
- 5.10. The Service Provider reserve the right to: a) Immediately block offenders b) Cancel this contract c) Institute legal action against offenders.
- 5.11. Peer to Peer Networking (Kazaa; Bearshare etc.) is highly restricted on the Network, both locally and by third party bandwidth suppliers. Port shaping is done to enforce this, i.e. speed will be greatly reduced or not available at all for these types of applications.
6. **LIABILITY OF THE NETWORK OPERATOR / SERVICE PROVIDER**
- 6.1. The Service Provider shall not be liable to the Subscriber for any costs, damages or losses incurred or sustained by the Subscriber and arising from any defect in the operation of the Network, or the suspension of operation of the system. In no event will the Service Provider be liable for any incidental or consequential loss or damages resulting from any failure or suspension of operation of the Network, or interference with the Service.
7. **SUBSCRIBER INDEMNITY**
- 7.1. The Subscriber agrees to indemnify and hold the Service Provider harmless in respect of any claims, costs, losses or damages sustained or incurred by the Service Provider in relation to any claim brought by any client to the Network, or any other network operator, or any other person in respect of any defect or failure in the Network arising directly or indirectly from any non-compliance with the terms and conditions of this agreement.
8. **CESSION**
- 8.1. The Service Provider shall be entitled to cede and transfer all or some of its rights in terms of this contract.
- 8.2. The Subscriber shall not be entitled to or have the right to cede or to delegate its rights and obligations in terms of this contract unless express written agreement is given by the Service Provider.
9. **INTEREST**
- 9.1. If any amount due to the Service Provider is not paid timeously in terms of this contract, irrespective of the cause thereof, the Service Provider shall be entitled, without prejudice to any other rights that it may have to charge interest on any other arrears or unpaid amount at the rate of 2% (Two percent) above the prime rate of interest and shall be calculated on the amount unpaid from the date it became overdue until the date of actual payment thereof and shall be calculated and capitalized monthly in advance.
10. **INCREASE IN TARIFFS**
- 10.1. The Service Provider may alter the charges at any time subject to giving the client 30 (thirty) days' notice, in response to tariff revisions.
11. **DOMICILIUM CITANDI ET EXECUTANDI**
- 11.1. The parties choose as their domicilia citandi et executandi for all purposes under this contract, whether in respect of court process, notice or other documents or communication of whatsoever nature, the addresses stated in the Agreement.
- 11.2. The client undertakes and shall be obliged, whether it gives notice under this clause or not, to advise the Service Provider of any change of its particulars contained in the Information Schedule.
12. **VARIATION**
- 12.1. The parties agree that this contract is the entire agreement between them. No variations hereof, the waiver of any right, the release from any obligation or consensual cancellation hereof shall be of any fore or effect unless reduced in writing and signed by the parties.
13. **COSTS**
- 13.1. The Subscriber shall on demand pay all expenses actually incurred by the Service Provider either on behalf of the Subscriber or as a result of the Subscriber's non-compliance with any provisions of this contract, including tracing costs, all legal costs calculated on the scale as between attorney and its own client on the wider basis.
14. **TERMINATION**
- 14.1. Without prejudice to any other rights and remedies that the Service Provider may have against the Subscriber, the Service Provider may terminate this Agreement immediately by written notice.
- 14.1.1. If the Subscriber fails to comply with any of the terms and conditions of this Agreement
- 14.1.2. Or if the Subscriber does or omits to do anything which in reasonable opinion of the Service Provider jeopardizes or impairs the quality of the Network;
- 14.1.3. Or if the licenses to operate the Network are revoked, terminated or varied;
- 14.1.4. Or if the Subscriber commits any act of bankruptcy or if a petition or receiving order in bankruptcy is presented against the Subscriber, or if a resolution is presented against the Subscriber, or if a resolution to wind up is passed or a receiver appointed over the Subscriber's assets. Upon termination of this Agreement, the Subscriber shall be disconnected from the Network and the Subscriber shall pay on demand total amounts due at the time of disconnection. Furthermore, the Subscriber shall remain liable for all service fees up and until such time as the frequencies have been removed from his equipment.
- 14.1.5. The Subscriber understands and acknowledges that cancellation or termination will only be accepted in writing as mentioned in clause 2.
- 14.1.6. The Service Provider reserves the right to remove the CPE when the contract is terminated and/or temporarily suspended.
15. **SUSPENSION/DISCONNECTION/RE-CONNECTION**
- 15.1. The Service Provider may without notice suspend the service and/or disconnect the Subscriber from the Network during the period of a technical failure or modification of the Network; or if the Subscriber commits a breach of any terms of this Agreement, or if the Subscriber does or omits to do anything which in the reasonable opinion of the Service Provider jeopardises or impairs the quality of the Network. If such is occasioned by an act of omission of the Subscriber or related Subscribers, the Service Provider shall have the right to levy a reconnection charge.
16. **ADDITIONAL EQUIPMENT**
- 16.1. The Service Provider will update the master of this agreement being the schedule of the Subscriber automatically. Any additional equipment purchased or upgrades on service options by the Subscriber will, with effective proof of the Service Provider's Invoice/Delivery Note/Job Card at date thereof be added to the schedule of the Subscriber. This will increase service fee payments by standard ruling tariff rates. These additions and adjustments will not in any way invalidate this existing agreement

DECLARATION

- I have read, understand and agree to be bound by the TERMS & CONDITIONS.
- I declare that the information given above is true and correct.
- I declare that I am authorized to sign on behalf of the applicant.
- I understand that if my account has not been paid by the 7th of each month, my Internet connection will be disabled until such account has been settled in full.**

PRINT NAME	CAPACITY	SIGNATURE	DATE



DEBIT ORDER MANDATE

Rush Wi-Fi Solutions

Reg no: 2005/150831/23

Address: 21 Nederburg Street Sunset Boulevard Polokwane

Contact: 076 789 7496/ info@rushwifi.co.za

ICASA LICENSE NO: 1345/CECS/JUN2019

Given by (name of Accountholder)	
Address	
Bank	
Branch and Code	
Account Number	
Type of Account	
Amount	
Debit Order Date	
Contact Number	

This signed Authority and Mandate refers to our contract dated ("Subscriber Agreement").

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned 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 _____ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly, bi-monthly, three monthly, six monthly, annually, weekly, bi-weekly (delete that which is not applicable).

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the preceding ordinary business day.

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction.

Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have 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 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 _____

PRINT NAME	CAPACITY	SIGNATURE	WITNESS