

<b>A. CONTRACT TERMS</b>	<b>Month-to-Month</b>	<b>RESELLER</b>
Individual users to complete: B, D & E only Business users to complete C, D & E only	<input type="checkbox"/>	

**B. INDIVIDUAL USER DETAILS**

Title:		First Name:	
Middle Name:		Last Name:	
Tel:		Fax No.:	
Mobile:		ID/Passport No.:	
Email Address:			
Residential Address:		Installation Address:	
Postal Code:		Postal Code:	
Premises are:	Owned: <input type="checkbox"/>	Leased: <input type="checkbox"/>	Board: <input type="checkbox"/>
Period at this address:	Years:	Months:	

**C. BUSINESS USER DETAILS**

Company Name:		Trading as:	
Industry:			
Company Reg. No.:		VAT No.:	
Type of Business:	(Pty) Ltd: <input type="checkbox"/>	cc: <input type="checkbox"/>	Professional Partner / Inc.: <input type="checkbox"/>
	Government: <input type="checkbox"/>	NGO: <input type="checkbox"/>	Other:
Business Address:		Installation Address:	
Postal Code:		Postal Code:	
Premises are:	Owned: <input type="checkbox"/>	Primary Business Contact:	
	Leased: <input type="checkbox"/>	Name:	
Period at this address:	Years:	Months:	Tel No.:
			Cell No.:
			Email:

**D. PAYMENT DETAILS**

Payment Method:	Debit Order: <input type="checkbox"/>	Debit Date:	1 <sup>st</sup> : <input type="checkbox"/>
Details for debit order:	Bank Account Type:	Current: <input type="checkbox"/>	Transmission: <input type="checkbox"/>
		Savings: <input type="checkbox"/>	Cheque: <input type="checkbox"/>
Account Holder:		Bank:	
Branch Name:	Branch Code:	Account No.:	

Date

Place

Signature

**PLEASE NOTE:** all documentation outlined below are required to process and activate your service. If you have any queries, please do not hesitate to contact us.

## REQUIRED DOCUMENTS

- Individual Users (month to month):** Copy of Identification document, proof of address
- Business Users (month to month):** Copy of members/directors ID, Company Registration Doc's, 3 months bank statements/bank account confirmation letter

## E. SERVICE SELECTION

An Asymmetrical Package has been introduced only with the purpose of saving you money over the longer period. The thinking is "No one is sending huge files so why should you pay for someone else to get info from you?"

SERVICE <i>FTTH (Fibre-to-the-Home)</i>	SOFT CAP	TOTAL (p/m VAT incl.)	SELECTION <i>(month-to-month contract) *</i>	INITIAL
<b>EC FIBRE HOME (broadband service   unshaped   asymmetrical   no soft cap)</b>				
EC Fibre FTTH OPA EXTREME 5Mbps/1Mbps	UNCAPPED	R400	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 10Mbps/2Mbps	UNCAPPED	R499	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 20Mbps/4Mbps	UNCAPPED	R550	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 50Mbps/10Mbps	UNCAPPED	R630	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 100Mbps/10Mbps	UNCAPPED	R730	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 200Mbps/20Mbps	UNCAPPED	R999	<input type="checkbox"/>	<i>initial</i>
<b>EC Fibre HOME 500Mbps and 1000Mbps Available on Request</b>				
<b>EC FIBRE EXTREME (broadband service   unshaped   symmetrical   no soft cap)</b>				
EC Fibre FTTH OPA EXTREME 5Mbps/5Mbps	UNCAPPED	R499	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 10Mbps/10Mbps	UNCAPPED	R540	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 20Mbps/20Mbps	UNCAPPED	R620	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 50Mbps/50Mbps	UNCAPPED	R699	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 100Mbps/100Mbps	UNCAPPED	R790	<input type="checkbox"/>	<i>initial</i>
EC Fibre FTTH OPA EXTREME 200Mbps/200Mbps	UNCAPPED	R1 090	<input type="checkbox"/>	<i>initial</i>

### EC Fibre EXTREME 500Mbps and 1000Mbps Available on Request

Please note that a 'free-to-use' is basic router and should it become faulty we will send it back to be assessed under the manufacturer's warranty. If you wish to have an uninterrupted service we have a Router Insurance fee which means you would not have any loss of service whilst the router is being assessed. You can read more on our website.

SETUP CHARGES			
Installation & Connection Charge (new installations only   includes 30m trenching   excludes router)	R1 725	<input type="checkbox"/>	initial
Installation & Connection Charge / Transfer (existing connections only)	R750	<input type="checkbox"/>	initial
Additional Trenching (applies to trenching beyond first 8 meters   cost per metre)	R199	<input type="checkbox"/>	initial
Wireless Enabled Router (ENTRY LEVEL) (Once Off)	R799	<input type="checkbox"/>	
Call Out Fee (engineer site visit)	R750	<input type="checkbox"/>	
Re-grading Fee (upgrade or downgrades)	R149	<input type="checkbox"/>	initial
<ul style="list-style-type: none"> <li><b>PLEASE NOTE:</b></li> <li><b>A full Installation &amp; Connection charge will apply for all new installations.</b></li> <li><b>In the case of existing installations, the ONT device must be undamaged, powered-up and detectable by FNO at the time of account activation.</b></li> <li><b>The first 30 (thirty) meters of fibre from the kerb to a designated point of the dwelling, closest to the kerb, where after an additional fee of R209.00 per meter of trenching/conduit/duct, housing the fibre cable will be charged. Additional installations within the dwelling will not be carried out by EC FIBRE.</b></li> </ul>			

## F. TERMS & CONDITIONS

The customer expressly acknowledges that for month-to-month contract the Setup Charges is payable in whole prior to the service being provided.

The customer undertakes to inform the owner (landlord/Lessor) of any premises where hardware belonging to EC FIBRE (Pty) Ltd is to be located during the contract term, and/or thereafter, that reservation of ownership of such hardware is expressly reserved in favour of EC FIBRE (Pty) Ltd, and the customer hereby indemnifies EC FIBRE (Pty) Ltd against any and all losses which may be incurred by any failure to notify the said owner.

The customer expressly acknowledges that the services offered by EC FIBRE (Pty) Ltd are location specific and accordingly the customer accepts that the service may only be moved to a new location once EC FIBRE (Pty) Ltd has undertaken a site survey and confirmed that the new location is acceptable and once a Service Relocation Fee has been paid to EC FIBRE (Pty) Ltd. The customer expressly acknowledges that he/she/it shall remain liable for the entire remainder of the contract period, or the required notice period where applicable, should the service not be available at the new location, and the customer shall not be entitled to escape liability by virtue of the fact that the service cannot be offered at the new location.

EC FIBRE (Pty) Ltd have developed the EC Fibre uncapped packages under an AUP (a copy which can be found at (<http://www.eastcoastfibre.co.za/Mitsol/aup/>)) to ensure that all our customers have fair and equal use of the service and to protect the integrity of the network. EC FIBRE (Pty) Ltd reserves the right and will take necessary steps to prevent improper or excessive usage. The action that EC FIBRE may take includes, but is not limited to, limiting throughput, preventing or limiting service through specific ports or communication protocols and a complete termination of service to customers with improper or excessive usage. This policy applies to and will be enforced for intended and unintended prohibited usage (e.g. Viruses, worms, malicious code or otherwise unknown causes). Online activity will be subject to the available bandwidth, data storage and other limitations of the uncapped package offerings which EC FIBRE (Pty) Ltd may, from time to time, revise at its own discretion and without prior notice to the customer.

## G. SERVICE SELECTION

This signed Authority and Mandate refers to our contract as dated on the signature hereof ("the Agreement"). I/We hereby authorize you to issue and deliver payment instructions to the bank 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 each payment instructions will never exceed my/our obligations as agreed to in this 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 of each and every month commencing on: \_\_\_\_\_ 2021.

In the event that the payment date falls on a Saturday, Sunday or recognized South African public holiday, the payment date will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligations, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in in my account, and the amount of each individual payment instruction may not be more or less than the obligation due. I also understand that the details of each withdrawal will be printed on my bank statement by a computerized system provided by the South African banks. 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 the authority was in force, if such amounts were legally owing to you. 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. 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. I/We acknowledge that this Authority and Mandate may be ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd.

## H. RESERVATION AND NON-WAIVER OF RIGHTS

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right to amend or alter this policy at any time, and without notice to you.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right to take action against an individual, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over the EC FIBRE network.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right to monitor user and network traffic for site security purposes and prevent any unauthorized attempts to tamper with our site or cause damage to property.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right to suspend, revoke or cancel EC FIBRE (Pty) Ltd.'s services to the subscriber/user if the safety and integrity of EC FIBRE (Pty) Ltd.'s resources are placed at risk in continuing to provide service to the subscriber/user.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, reserves the right to remove any information or materials in whole or in part, that, in EC FIBRE (Pty) Ltd.'s sole discretion, is deemed to be offensive, indecent or otherwise objectionable.

EC FIBRE (Pty) Ltd or its duly appointed cessionary, does not guarantee the security of any data passing through its networks. Although EC FIBRE (Pty) Ltd will provide a "best effort" service, including regular updates on computer viruses and other threats to security of data, it is the responsibility of the communicating parties to safeguard their data, and EC FIBRE (Pty) Ltd cannot be held liable for any loss or damage arising as a result of the failure to do so.

The services are provided subject to EC FIBRE (Pty) Ltd.'s standard terms and conditions, a copy of which can be found at <http://www.EC.Fibre.co.za/terms-conditions/>, and the customer expressly agrees to be bound by the terms and conditions contained therein, which terms and conditions accordingly form a material part of the Agreement between EC FIBRE (Pty) Ltd and the customer

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Date

Place

Signature