

## BROADBAND ACCESS SERVICE

All service agreements are payable in advance.

### Subscription Type:

- |                                  |                   |
|----------------------------------|-------------------|
| <input type="checkbox"/> 256Kb/s | R300.00 per month |
| <input type="checkbox"/> 512Kb/s | R575.00 per month |
| <input type="checkbox"/> 1Mb/s   | R750.00 per month |
| <input type="checkbox"/> Prepaid | R70.00 per GB     |

### Email Addresses required:

1. \_\_\_\_\_@cape-connect.com    2. \_\_\_\_\_@cape-connect.com

### MAC Address:

□□-□□-□□-□□-□□-□□

See page 3 for assistance

All service agreements automatically renew unless we are advised to the contrary by the subscriber.

### SUBSCRIBER DETAILS

Name and Surname: \_\_\_\_\_

ID Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

### Banking Details – Required for Stop Order

Bank Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_

I agree to the terms and conditions laid out by Cape Connect Internet CC appearing on the second page of this form.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Cape Connect Internet CC**  
**P O Box 2823**  
**Somerset West**  
**7129**  
**Tel 0713807385**  
**Fax 0866450552**  
**Email info@cape-connect.com**

# Cape Connect Internet CC Terms and Conditions of Subscription

## (Acceptable Use Policy)

This document describes the terms and conditions of service applicable to you as a Cape Connect Internet subscriber.

By accessing the Internet via a Cape Connect Internet account (or via any server hosted on any Cape Connect Internet network), you are agreeing to the terms and conditions of this agreement. If you do not agree to these conditions your only recourse is to terminate your account.

### Acceptable use

The Cape Connect Internet service may only be used for lawful purposes. The Subscriber is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The Subscriber may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability or violate any local, or international statute, rule, regulation, or treaty. The Service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The customer shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters and junk mail — "spamming". Users undertake not to attempt to degrade the service provided by Cape Connect or any other Internet Service Provider by means of software, hardware or other means. Participation in any of the aforementioned prohibited activities by the Subscriber shall be cause for locking of and/or cancellation of The Subscriber's account at the discretion of Cape Connect Internet without notice to The Subscriber.

### Content

The Subscriber acknowledges and agrees that Cape Connect Internet does not maintain or control the content of the information residing in or transmitted through its service. Cape Connect Internet does not endorse the accuracy or reliability of any opinion, advice or statement however transmitted using any Cape Connect Internet accounts. Cape Connect Internet does not assume any liability for any harassing, offensive or obscene material distributed through any Cape Connect Internet account, nor does Cape Connect Internet assume liability for information which may be in violation of a third party's intellectual property or other rights.

### Privacy

Cape Connect Internet will not intentionally monitor or disclose any private e-mail messages unless required by law, regulation, or Court Order. Cape Connect Internet will use reasonable diligence to maintain the confidentiality of e-mail, but The Subscriber acknowledges that third parties may attempt to breach the confidentiality of e-mail which is out of the control of Cape Connect Internet. The Subscriber agrees to respect the privacy and confidentiality of other's e-mail by refraining from use of applications intended to breach the privacy of another user. The Subscriber agrees to keep confidential The Subscriber's access password and not to share the account with others and The Subscriber acknowledges responsibility for all use and liability resulting from access to the Services with the Subscriber's password.

### Limitation on Liability

The Subscriber recognizes that the Internet consists of multiple participating networks which are separately owned and therefore not in the control of Cape Connect Internet. Additionally, access to the Internet or other services may be available only through hardware or software not provided by Cape Connect Internet. Malfunction of any such networks, software or hardware may make access to the Internet, or other services, temporarily or permanently unavailable to the Subscriber. The Subscriber agrees that Cape Connect Internet shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of network(s), software or hardware out of the control of Cape Connect Internet, or due to any accident, abuse, misapplication by The Subscriber or person, entity or firm other than Cape Connect Internet. In the event of a malfunction of the service, the Subscriber agrees that its sole and exclusive remedy and Cape Connect Internet's entire liability shall be the pro rata return of fees paid by the Subscriber to Cape Connect Internet for service in the month the malfunction occurred.

### Disclaimer

Cape Connect Internet disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. In no event shall Cape Connect Internet or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of, or inability to use the services provided by Cape Connect Internet, even if Cape Connect Internet has been advised of the possibility of such damages.

### Indemnification

The Subscriber agrees to defend, indemnify and hold harmless Cape Connect Internet, its directors, officers, successors and assigns from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) caused by or arising out of the actions of the Subscriber, its employees or agents in connection with these terms of acceptable use. The Subscriber further agrees to provide prompt notice to Cape Connect Internet of any complaints, claims or other actions made, threatened or initiated against the Subscriber in connection with or as a result of its receipt of the Service under this agreement.

### Miscellaneous

The Terms and Conditions may not be assigned by the Subscriber hereto without the written consent of Cape Connect Internet.

A failure to enforce, for whatever reason, any Term or Condition or part thereof by either party shall not operate or be construed as a waiver to enforce the same or any other provision herein.

The parties agree reasonable attorney's fees, cost, and expenses incurred in enforcing the Terms and Conditions or of defending against a claim brought under the Terms and Conditions shall be paid to the prevailing party by the non-winning party. The Terms and Conditions herein shall be governed by and construed in accordance with the Laws of South Africa. The venue for all disputed matters and performance under the Terms and Conditions shall be the Magistrates Court of South Africa for the Western Cape Province held at Somerset West.

### Termination

This agreement shall be deemed ongoing unless terminated in writing by either party. Either party may terminate the Service with or without cause at any time giving one calendar month written notice. Termination shall be effective immediately upon completion of the notice period. Cape Connect Internet may not be responsible for rerouting or transferring mail after the notification period has expired. Cape Connect Internet shall not be liable for any damages, losses, cost or expenses caused by or arising out of termination of service, to the Subscriber or to any other entity or individual. The subscriber undertakes to pay all documents submitted by Cape Connect Internet on presentation without procrastination.

The Subscriber shall forfeit all amounts paid to Cape Connect Internet for the Service as a result of cancellation.

## What is a MAC Address and why is this information required?

In computer networking, a Media Access Control address (MAC address) or Ethernet Hardware Address (EHA) is a unique identifier attached to most network adapters (NIC or Network Interface Card). It is a number that serves as an identifier for a particular network adapter. Thus network cards (or built-in network adapters) in two different computers will have different MAC addresses, as would an Ethernet adapter and a wireless adapter in the same computer,

On broadcast networks, such as the Cape Connect wireless network, the MAC address allows each host to be uniquely identified and allows frames to be marked for specific hosts. It thus forms the basis of most of the networking layer upon which higher protocols are built to produce our complex, functioning network.

By linking your MAC address to our access points we ensure that you (and only you) receive the service that you are paying for.

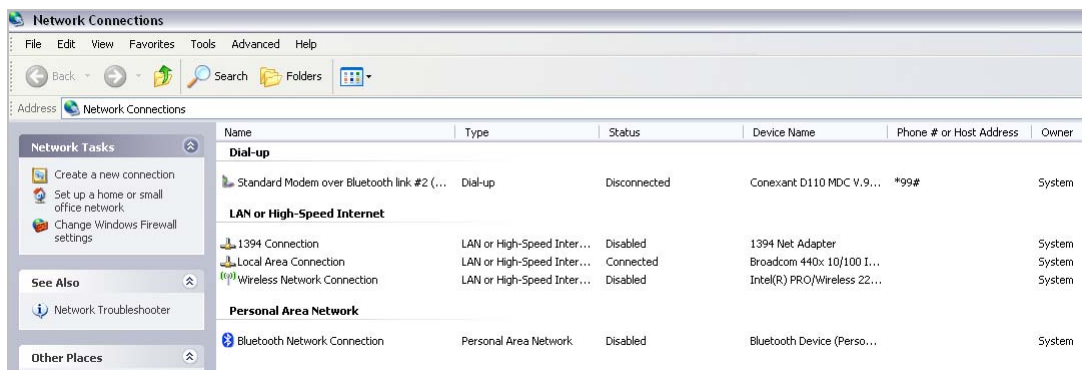
## How do I find my MAC address?

Use your mouse or touchpad to click on **Start**, then right-click on **My Network Places**. A menu will appear:



Click on **Properties**.

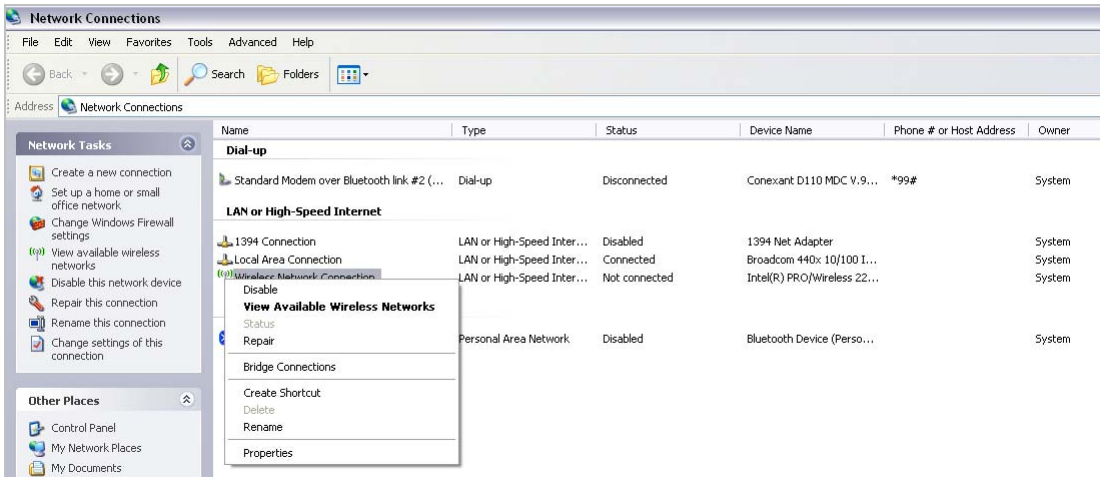
The Start Menu will close and the Network Connections screen will appear.



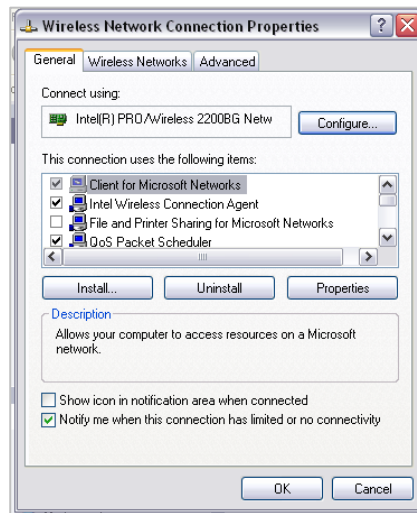
The next step is to check that your Wireless Network Connection is enabled.

This is done by using your mouse (or touchpad) to right-click on **Wireless Network Connection** and then clicking on **Enable**.

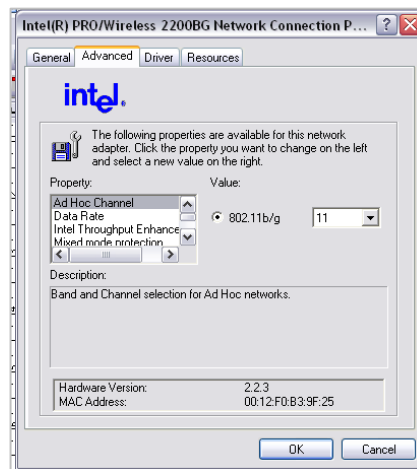
Once your Wireless Network Connection is enabled, right-click on **Wireless Network Connection** and then click on **Properties**.



The Wireless Network Connection Properties dialogue box will then be opened.



Click on **Configure**.



The properties screen for your wireless adapter will then be displayed. The MAC address should be displayed on this page.

Click Cancel to close this page when you are done. Close the Network Connections screen.