



Business Application

kliq lephalale

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Shoprite Centre
Hendrik Street
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0555

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0557

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Kliq BROADBAND BUSINESS APPLICATION FORM

COMPANY DETAILS

Business Name		Contact Person	
Registration Number		VAT Number	

CONTACT DETAILS

Business Telephone		Contact Cell No.	
Contact Email		Business Fax	

COMPANY ADDRESS DETAILS

Physical Address – Same as Installation Address?	Y	N	Postal Address - Same as Residential Address?	Y	N
Postal Code		Postal Code			
Installation Address	Installation Contact No.		Domicile Address	If different from Physical Address	
Postal Code		Postal Code			

PACKAGE OPTIONS

BROADBAND

Package	Speed Mbps	Burst Mbps	Data Gig	Price/Month Contract	Extra Data Gig	Equipment Rental Incl.* in Contract	Install Fee	Price/Month	Tick to Select
						Post-Paid Contract Term		Pre-Paid No Contract	
Silver	2 mbps	4 mbps	20 Gb	R2199	R120/Gb	12 month	R600	R2499	S
Gold	4 mbps	6 mbps	40 Gb	R3199	R110/Gb	12 month	R600	R3499	G
Platinum	4 mbps	8 mbps	60 Gb	R4199	R100/Gb	12 month	R600	R4499	PI
Premium	4 mbps	10 mbps	80 Gb	R4999	R80/Gb	12 month	Incl. *	R5499	Pr

PHONE

Line Rental	Per Line	R 100 / Month	Yes	No
Call to Fixed line Local	0.45	0.30		
Call to Fixed line National	0.55	0.35		
Call to Mobile	1.50	1.10		

CONSENT AND DECLARATION

Consent to credit check via the credit bureau or any credit reference agency in South Africa	Yes	No
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I/We _____ (print name) the undersigned, confirm the accuracy of the information contained in this document and warrant that I am duly authorized to sign on behalf of the applicant. I acknowledge that I have read, understand and agree to be bound by the subscriber standard terms and conditions attached to this document upon signature thereof. I/We hereby instruct **Moya MultiMedia** (Pty) Ltd. to debit the designated bank account on the 1st of every month in advance with the amounts which are due and payable under the package choices, services and Terms and Conditions. I/We hereby consent to **Moya MultiMedia** (Pty) Ltd. performing credit clearance verification.

Please attach a certified copy of the authorised person/s ID, and a utility bill (less than 3 months old) showing the company physical address for RICA.

Date		Place		Signature	

DEBIT ORDER DETAILS

I/We authorise Moya MultiMedia to debit the account below on the 1st of every month for all fees payable under this Contract									
Bank Account Type	Current		Savings		Transmission		Please Attach Cancelled Cheque	Y	N
Account Holder									
Bank Name					Account Number				
Branch Name					Branch Number				

FOR OFFICE USE ONLY

Sales Consultant		Reseller Code	
Phone Number			
Proof of Banking		Copy of Utility Bill	
Copy of ID/Passport		RICA Proof	

Subscriber Standard Terms and Conditions

1. Definitions

In this Agreement, unless inconsistent or otherwise indicated by the context, the following terms shall bear the following meanings:

- 1.1 "Agreement" The Subscriber Application Form setting out the Subscriber's details, together with all annexures attached thereto, and the Subscriber Terms and Conditions.
- 1.2 "Charges" The connection charges, equipment lease charges, monthly service charges, usage charges and any other charges pertaining to the provision of the NS or Services and any other services provided to the Subscriber in terms of the Agreement.
- 1.3 "Contract Term" a period of Twelve Months (12), commencing on the Effective Date of the Agreement. This term does not apply to and excludes any contracts rejected in writing during the Initial Period.
- 1.4 "Effective Date" Notwithstanding the date of signature of the application form, the date of activation of Terminal Equipment.
- 1.5 "Initial Period" A period of Five (5) days, commencing on the Effective Date, for the Subscriber to test, evaluate and terminate the Agreement.
- 1.6 "Installation" The installation of Terminal Equipment at Subscriber's premises or at a location provided by the Subscriber, subject to a site assessment and approval by the Service Provider.
- 1.7 "Internet" The interconnected system of Networks that connects computers around the world via the TCP/IP protocol.
- 1.8 "Licence" The Electronic Communication Network (ECN) and/or Electronic Communication Network Services (ECNS), collectively the "NS" licences granted to the Network Operator/Service Provider to provide electronic communication and network/data services.
- 1.9 "Network" The data network established and operated by the Network Operator in terms of the operator's licences.
- 1.10 "NS" or "Services" is the value-added Internet Protocol ("IP") Network and Services, made accessible to the Subscriber by Service Provider in terms of this Agreement.
- 1.11 "Network Access Numbers" The telephone access numbers, IP addresses, unique user names or subscription numbers used to identify Subscribers having access to the Network.
- 1.12 "Network Operator" is Moya Multimedia Pty Ltd, ("Moya"), licensed to make the Network services available to the Subscriber.
- 1.13 "Order" An order placed by a Subscriber on Service Provider for the provision of the Services (following an accepted Agreement).
- 1.14 "Parties" Service Provider/Network Operator and Subscriber and "Party" refers to either of them as so determined by the context.
- 1.15 "Service Provider" Kliq Broadband, a Moya Multimedia (Pty) Ltd or Moya broadband and telecommunications service provider entity operating under Moya ECN and ECNS licences.
- 1.16 "Subscriber" Any party to whom the Network Services are made available in terms of the Agreement.
- 1.17 "Terminal Equipment" The approved Kliq or other approved and applicable user terminals, including any telephones, handsets or other equipment used by a Subscriber to send and/or receive any data or signal via the Network, and may include any other special equipment provided by the Service Provider or Network Operator in order to facilitate any future enhanced services to Subscribers.
- 1.18 "VAS" The Value Added Services offered from time to time by the Network Operator and/or Service Provider.
- 1.19 "VAT" Value Added Tax as defined in the Value Added Tax Act 89 of 1991.

Part 1: General Terms and Conditions

2. Commencement and Termination

- 2.1 The Agreement shall commence on the Effective Date and shall, subject to the provisions of clause 7 and 9 below, continue for the Initial Period, and unless cancelled in writing by the Subscriber prior to the expiration of the Initial Period, continue for at least Twelve (12) months. The period of Twelve (12) Months, commencing on the Effective Date and ending on a date Twelve (12) months later, is the "Contract Term".
- 2.1.1 This Agreement shall continue on a month-to-month basis after expiration of the Contract Term, unless it is terminated:
- 2.1.2 By the Subscriber, within a period of Five (5) days from the Effective Date, should the Subscriber reasonably determine that the Service is unacceptable in terms of its speed and quality, verified by independent means including a speed test for broadband speed (www.speedtest.net) or the software-based Mean Opinion Score (MOS) test (3.25) for VoIP quality; and/or
- 2.1.3 By the Subscriber, prior to expiration of the Contract Term or a subsequent renewal period following the initial Contract Term, by giving to the Service Provider a written notice of termination not less than Twenty (20) Business Days and not more than Three (3) months before the expiration of the Contract Term; and/or;
- 2.1.4 By the Service Provider, on written notice to the Subscriber in the event of the authorisation issued by the Network Operator in terms of which the Service Provider is authorised and empowered to give the Subscriber access to the NS services is terminated for whatsoever reason.
- 2.2 Notwithstanding the use of agents or other intermediaries (Delegated Service Providers) by Service Provider, the order by the Subscriber is an offer made by the Subscriber to Service Provider and will be considered once received by Service Provider. Service Provider's acceptance of the offer shall consist of the activation of the Terminal Equipment, as contemplated in clause 2.1, and upon which activation of the Agreement shall become binding between the Service Provider and the Subscriber whether or not the Subscriber was notified of the acceptance.
- 2.3 The Subscriber may not cancel or terminate the Agreement and demand reimbursement for Terminal Equipment or any damages of whatsoever nature as a result of the Subscriber's relocation to an area outside of the Kliq coverage.

3. Supply and installation of Terminal Equipment and Network Services

- 3.1 The order placed by the Subscriber on Service Provider is subject to Service Provider's approval in its sole discretion. If the Service Provider does not approve the order, it shall not be under any obligation to the Subscriber to give reasons for its decision.
- 3.2 The Service Provider shall utilise its best endeavours to promptly comply with any supply and/or delivery and/or installation requirements recorded in the order but shall not be liable to the Subscriber in the event that such supply and/or delivery and/or installation is delayed or cancelled, for whatsoever reason. The Service Provider may in its discretion refer

the Subscriber to a third party who may undertake the installation of the terminal equipment in its own name and behalf and not as an agent of the Service Provider.

- 3.3 The Subscriber shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority and required for the purpose of any such supply and/or delivery and/or installation, and the Subscriber hereby indemnifies Service Provider against any claim or liability suffered by Service Provider by reason of such approval and authorities not having been obtained.
- 3.4 All risk associated with the Terminal Equipment supplied and delivered by Service Provider to the Subscriber shall pass to the Subscriber on delivery.
- 3.5 If any Terminal Equipment is damaged, the Subscriber shall immediately notify the Service Provider of the circumstances in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such Terminal Equipment and the obligations of this Agreement.
- 3.5.1 The Service Provider shall as soon as reasonably possible replace the Terminal Equipment.
- 3.5.2 The cost of this replacement equipment shall be for the Subscriber's account, unless the Subscriber's selected package includes replacement by the Service Provider, or the Subscriber's direct or indirect negligence reasonably led to such loss or damage. In the case of Subscriber's direct or indirect negligence, Service Provider shall replace the equipment as soon as practical at Subscriber's expense.
- 3.5.3 Loss of the Terminal Equipment by theft is specifically excluded and costs of replacement shall be borne by the Subscriber.
- 3.5.4 The replacement of the terminal equipment and/or the allocation of a new mobile access number for any reason, shall in no way be deemed to constitute a termination of the Agreement which shall continue to be of full force and effect.
- 3.6 The Subscriber hereby warrants and undertakes in favour of Service Provider that the Subscriber:
- 3.6.1 Shall not use nor allow the NS and/or Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the NS or Services.
- 3.6.2 Shall only use the Terminal Equipment provided by Service Provider (or other compatible equipment approved in writing by Service Provider) and comply with relevant legislation and regulations imposed by any competent authority and all directives issued by Service Provider relating to the use of Terminal Equipment and the provision of the NS or Services.
- 3.6.3 Recognises that no right, title or interest in the software contained in the Terminal Equipment issued to the Subscriber vests in the Subscriber.
- 3.6.4 Agrees that no right, title or interest in the Terminal Equipment issued to the Subscriber vests in the Subscriber;
- 3.6.5 Shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any Terminal Equipment.
- 3.7 Should the Subscriber exceed the monthly data allocations to the Subscriber's account, the Subscriber is entitled to purchase top up data, however, the Service Provider reserves its right to limit the Subscriber's top up data.
- 3.8 Subscriber agrees not to resell, distribute, sublease or render any Internet, data, telephone or ISP services to any Third Party via the Service Provider's Network or NS, whether for profit or for any other purpose, without the prior written consent of the Network Operator and Service Provider. Any breach of this section is conclusive grounds for immediate termination and civil claims by the Network Operator and Service Provider.

4. Charges

- 4.1 In consideration for the provision of the access to the internet, Network, Services, NS, Terminal Equipment and any other services supplied by Service Provider to the Subscriber, the Subscriber shall effect payment to Service Provider for the applicable charges, as detailed in the application form and whether or not the Network or Services have been, or are being utilised by the Subscriber.
- 4.2 The Service Provider may, by written notice to the Subscriber, vary future charges, either in whole or in part, with effect from the date specified in such notice.
- 4.3 Unless otherwise agreed to by Service Provider in writing, the Subscriber shall effect payment to the Service Provider:
- 4.3.1 for the supply and delivery of Terminal Equipment and installation on presentation of invoice and against such delivery.
- 4.3.2 of monthly service charges monthly in advance and of all other charges, monthly in arrears, in either event in full, within Ten (10) days from date of the relevant invoice, unless agreed otherwise in writing.
- 4.3.3 via debit order, and Subscriber expressly authorizes Provider to Debit Subscribers bank account, the details of which are provided on the attached Application Form. Subscriber shall have discharged its obligations only upon receipt of payment by Service Provider.
- 4.4 Notwithstanding the provisions of clause 4.3, Service Provider may at any time, on reasonable written notice to the Subscriber, vary its invoicing and payment procedures and requirements. Service Provider requires payment for the services provided to the Subscriber to be made by debit order. The Subscriber will commit a breach of the Agreement if the Subscriber:
- 4.5.1 Cancels such debit order without the written consent of Service Provider.
- 4.5.2 Changes banking details upon which the debit order relies, without giving Service Provider prior notification of such change and providing Service Provider with Subscriber's new banking details.
- 4.5.3 Provides the Service Provider with incorrect banking details.
- 4.6 The Subscriber authorises the Service Provider to debit any bank account held by the Subscriber for the costs owed by the Subscriber to the Service Provider in terms of this Agreement.
- 4.7 The monthly statement shall be sent by Service Provider to the Subscriber at the e-mail address supplied by the Subscriber in the application form, in writing. It shall be the duty of the Subscriber to check the statement in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of the statement within Thirty (30) days from the date thereof, the contents of the statement shall be deemed to be correct.
- 4.8 Any migration from one package option to another shall for the duration of this agreement be subject to Service Provider's approval in its discretion and Service Provider shall be entitled to levy fees for migrations.
- 4.9 The Service Provider reserves the right to charge a cancellation penalty.
- 4.10 The Service Provider reserves its right to cap off-net (internet) and on-net (Service Provider to Service Provider) traffic as per its capping limits applicable from time to time. In the event of the Subscriber account being capped, the Service Provider reserves the right to charge the Subscriber for every gigabyte (or part thereof) utilised above the cap limit.

- 4.11 The Subscriber indemnifies and holds the Service Provider harmless for any loss suffered as a result of incorrect amounts being debited in respect of applicable charges.

5. Suspension

- 5.1 Service Provider may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the NS and/or Services, in the event that:
 - 5.1.1 Any modification, maintenance or remedial work is required to be undertaken, pertaining in any manner whatsoever, to the NS, Services or the Network. Service Provider will endeavour to inform the Subscriber timely, in the event of planned maintenance.
 - 5.1.2 The Subscriber fails to perform any of his or her obligations, or breaches any terms of the Agreement (in which event Service Provider may also suspend the Subscriber's use of the Terminal Equipment).
- 5.2 Service Provider reserves the right to require the Subscriber to effect payment of any applicable reconnection charges pursuant to the restoration of the NS or Services suspended in the circumstances contemplated in clause 5.1.2. In the event that the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the monthly service charges during any such period of suspension.

6. Limitation of Liability

- 6.1 Without detracting from any of the other provisions of the Agreement, Service Provider shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber and whether the same is direct or consequential, in the event that:
 - 6.1.1 Service Provider fails for any reason whatsoever to supply and/or deliver and/or provide installation of any Terminal Equipment either on the required date or at all; and/or
 - 6.1.2 The NS or Services are interrupted, suspended or terminated for any reason whatsoever; and/or
 - 6.1.3 Service Provider fails to suspend the provision of the NS or Services to the Subscriber in terms of an arrangement between Service Provider and the Subscriber or after the Subscriber has specifically requested Service Provider to do so in order to limit the charges; and/or
 - 6.1.4 Such loss or damage was caused by any negligent act or omission on the part of Service Provider, its employees or its agents.

7. Breach

- 7.1 If the Subscriber commits a breach of any of the terms and conditions hereof and remains in default for a period of Seven (7) days after delivery to the Subscriber of a written notice ("notice of breach") from the Service Provider calling for such breach to be remedied, the Service Provider shall be entitled forthwith and without further notice to the Subscriber to terminate the Agreement or claim specific performance of all of the Subscriber's obligations, including the immediate payment of all sums of money payable by the Subscriber, whether or not then due, in either event without prejudice to the Service Provider's right to claim such damages as it may have suffered by reason of such breach or failure.
- 7.2 Without prejudice to the provisions of clause 7.1 above, the Service Provider may forthwith terminate the Agreement at any time by giving Subscriber written notice of such termination if: (i) the Subscriber fails to make payment of any charges on or before the due date for payment thereof; and/or (ii) the Subscriber, within a 12-month period calculated from a notice of breach, receives a further two notices of breach; or (iii) in the event that the Subscriber is sequestrated, liquidated or placed under judicial management, irrespective of whether any of the aforesaid are provisional or final; or voluntary or compulsory.
- 7.3 Any Termination pursuant to the preceding provisions of this clause shall be without prejudice to any claim the Service Provider may have against the Subscriber in respect of any prior breach of the terms and conditions of the Agreement by the Subscriber.
- 7.4 Without derogating from any other rights or remedies available to the Service Provider in terms of the Agreement or at law, in the event of the Agreement being cancelled by the Subscriber (for whatsoever reason) prior to the expiry of the Contract Term or any subsequent Contract Term, or in the event of the Service Provider electing to terminate the Agreement pursuant to any breach by the Subscriber which entitles the Service Provider to cancel:
 - 7.4.1 The Subscriber shall be liable to the Service Provider and hereby agrees to pay on demand, the full charges payable to the Service Provider for the remainder of Contract Term or any Contract Term, as the case may be.

8. Insurance

- 8.1 Service Provider may act as a collection agent for insurance brokers and/or underwriters in respect of the optional insurance of the Terminal Equipment and related risks as referred to in the schedule or Application Form. Service Provider shall not be liable to the Subscriber under any policy issued or claim declined pursuant to the Subscriber's election to take insurance as provided in the schedule.
- 8.2 Unless the Subscriber specifically elects to take insurance for theft of the Terminal Equipment and related risks or in accordance with the procedures introduced by Service Provider from time to time, the Subscriber shall not be covered in respect of the Terminal Equipment and related risks.
- 8.3 If at any stage before or after the Subscriber elects to take insurance, the Subscriber requests from Service Provider a summary of the terms and conditions of the applicable insurance policy, Service Provider shall use its best endeavours to furnish same to the Subscriber as requested. It shall be the responsibility of the Subscriber to obtain and be familiar with the terms and conditions of the insurance policy applicable.
- 8.4 It shall be the responsibility of the Subscriber to ensure that the premiums in respect of the insurance policy are paid timely and in full, and if for any reason Service Provider omits to include insurance charges in a statement to the Subscriber, the Subscriber shall forthwith notify Service Provider of such omission. Service Provider may rectify the omission by debiting the Subscriber's account with any amounts in arrears, subject to any terms and conditions which may be applicable under the relevant policy.
- 8.5 Save as provided herein, any queries which the Subscriber may have regarding or arising from the insurance of the Terminal Equipment and related risks, shall be directed to the insurance administrators or brokers, as the case may be whose particulars may be obtained by the Subscriber from Service Provider.

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