

## CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR A COMPANY

Please ensure that all required documents are returned with your registration form. This will ensure speedy approval thereof.

### COMPANY REGISTRATION

NECESARY DOCUMENTS	TICK YES/NO
All fields completed correctly.	
Each and every page initialed in bottom right hand corner.	
Copy of Company Registration Certificate CK1/CK2 or CM1/CM2 to be attached.	
Copy of signatory's ID to be attached.	
Copy of ID books for all directors to be attached.	
Copy of company letterhead and company profile to be attached.	
Proof of banking details	
Signed Quotation	

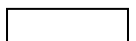
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## CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR PERSONAL USE

Please ensure that all required documents are returned with your registration form. This will ensure speedy approval thereof.

### PERSONAL USE

NECESARY DOCUMENTS	TICK YES/NO
All fields completed correctly.	
Each and every page initialed in bottom right hand corner.	
Copy of proof of address	
Copy of ID to be attached.	
Proof of banking details	
Signed Quotation	





**SADV FIBRE CONTRACT REGISTRATION FORM**

Office Use Only	
Account ID	

Account Registration Detail (Company or Personal)	
Company <input type="checkbox"/>	Personal <input type="checkbox"/>

Personal Details (All fields required)			
Full Name		Email Address	
Identity Number		Company Name	
Telephone Number		VAT Number	
Cell Number		Company Registration	
Fax Number		Date Required	
Postal Address		Physical Address	
Current Employer		Next Of Kin (Name + Nr)	
Employer Number		Next of Kin Address	

Banking Details (All fields required)					
Account Holder					
Bank			Branch & Town		
Branch Code			Account Number		
Account Type	Current / Cheque <input type="checkbox"/>		Savings <input type="checkbox"/>	Transmission <input type="checkbox"/>	

I ..... hereby authorise Iclix to debit my bank account with the monthly instalment for Internet services, paid in advance, on the 1<sup>st</sup>  5<sup>th</sup>  15<sup>th</sup>  or 30<sup>th</sup> /31<sup>st</sup> . Please send all account details, alerts, correspondence by Email to the following: \_\_\_\_\_

Iclix Secure Web Login Information (For Office use only)			
Email Username		Email Password	
Wireless Username		Wireless Password	
Support Username		Support Password	

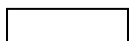
SADV Fiber Pricing							
Price Includes Line Rental plus Data							
Line speed	Soft-Limit Uncapped (*)	Qty	Premium Uncapped	Qty	Business Uncapped	Qty	
Fibre Line 10Mb/10Mb	R 650.00		R 670.00		R 950.00		
Fibre Line 20Mb/20Mb	R 790.00		R 820.00		R 1 050.00		
Fibre Line 50Mb/50Mb	R 1 020.00		R 1 050.00		R 1 275.00		
Fibre Line 100Mb/100Mb	R 1 199.00		R 1 240.00		R 1 500.00		
Fibre Line 200Mb/100Mb	R 1 350.00		R 1 390.00		R 1 650.00		

**\* Fibre Soft-Limit Uncapped Packages (Soft Limit Applied) Terms and Conditions on Page 5**

I ..... hereby authorise Iclix to debit my bank account monthly with the monthly instalment for Internet services paid in advance, as per date indicated above. I also understand the Terms & conditions attached.

Signed on .....

Signature .....



**SADV FIBRE CONTRACT REGISTRATION FORM**

Domain and Email						
Domain Reg	Price	Qty	Email	Price	Qty	
*.co.za registration	R200.00	<input type="checkbox"/>	Email Extra (Domain)	R15.00	<input type="checkbox"/>	
*.com registration	R300.00	<input type="checkbox"/>	Email Extra (no Domain)	R20.00	<input type="checkbox"/>	
	R	<input type="checkbox"/>	Domain Monthly (incl 4 email)	R 50.00	<input type="checkbox"/>	
	R	<input type="checkbox"/>	Web Hosting from	R 100.00	<input type="checkbox"/>	

More options available on request

Email Addresses				
	<input type="checkbox"/>			<input type="checkbox"/>
	<input type="checkbox"/>			<input type="checkbox"/>
	<input type="checkbox"/>			<input type="checkbox"/>
	<input type="checkbox"/>			<input type="checkbox"/>

Offsite Backup					
Package	Price	Qty	Package	Price	Qty
	R	<input type="checkbox"/>		R	<input type="checkbox"/>
	R	<input type="checkbox"/>		R	<input type="checkbox"/>
	R	<input type="checkbox"/>		R	<input type="checkbox"/>
	R	<input type="checkbox"/>		R	<input type="checkbox"/>

VOICE OVER IP excl VAT					
VOIP Recharge	Price	Qty	Package	Price	Qty
Recharge One	R100.00	<input type="checkbox"/>	Recharge five	R500.00	<input type="checkbox"/>
RechargeTwo	R200.00	<input type="checkbox"/>	Recharge Six	R1000.00	<input type="checkbox"/>
RechargeThree	R300.00	<input type="checkbox"/>	VoIP monthly (Per Line)	R 80.00 incl	<input type="checkbox"/>
Recharge four	R400.00	<input type="checkbox"/>	FoIP monthly (Per Line)	R 80.00 incl	<input type="checkbox"/>

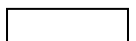
VPN monthly (Costing on Request)					
	Price	Qty	Cap Limit	Price	Qty
512kbps		<input type="checkbox"/>	6mbps		<input type="checkbox"/>
1mbps		<input type="checkbox"/>	8mbps		<input type="checkbox"/>
2mbps		<input type="checkbox"/>	10mbps		<input type="checkbox"/>
4mbps		<input type="checkbox"/>			

Additional Services Required	

I ..... hereby authorise Iclix to debit my bank account monthly with the monthly instalment for Internet services paid in advance, as per date indicated above. I also understand the Terms & conditions attached.

Signed on.....

Signature.....



## ICLIX (PTY) LTD FIBRE Terms and Conditions

Fibre Broadband Access is supplied as a best effort service by the Fibre Last-Mile provider. Areas marked as available on the map may not be Fibre ready at your particular address due to a number of factors. Should we not be able to proceed with your application we will advise you thereof. Installations are typically completed within +- 30 days, this timeframe is however not guaranteed.

Fibre installations are subject to an installation and connection fee. Additional fees may apply should trenching be required to complete the installation, Iclix (Pty) Ltd will make any additional charges known to the client and the client will be required to accept or reject these charges before the order is completed. Please note that should the service be ordered and the incorrect address is supplied, the client will be responsible for all charges relating to the order placed at the incorrect address.

An additional fee will be charged for re-grading the speed of a fibre line as well as outdoor transfers (new address) and transfers between Service Providers. Cancellations for fibre lines are only submitted at the end of each month, the cancellation request must be submitted via **Email to relevant account department** at least 30 calendar days before the cancellation date, the earliest available cancellation date will then be confirmed by return email. Transfers between Service Providers are handled in the same manner as a new installation and are typically completed within +- 30 day, this timeframe is however not guaranteed.

An additional fee of up to R2 000.00 may be charged on faults logged which are found to be caused by faulty hardware or user error. This amount will be charged to your account once we are advised of the charges by the Supplier.

By completing the order, it is deemed that consent has been received from the landlord, owner or body corporate for the installation of the service.

The available capacity on the network is shared between all users of Iclix (Pty) Ltd bandwidth. Acceptable Usage Policies are attached to Uncapped Services. Capped services whilst the majority of the time will remain untouched may be shaped or throttled should the demand on the network and available capacity be affected. Capped services will generally receive priority through-put on our network provided there is no rise in demand or extenuating circumstances affecting the performance of the network.

### TERMINAL EQUIPMENT

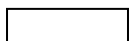
- Unless purchased outright, Terminal Equipment always remains the property of Fibre Last-Mile Provider.
- Fibre Last-Mile Provider will provide Terminal Equipment with original manufacturer's warranty.
- ECSP shall bear the risk of damage to, or loss of, Terminal Equipment installed at a Subscriber's premises and shall be liable to pay to Fibre Last Mile Provider on presentation of invoice the reasonable cost of repair of Terminal Equipment or, if repair is not feasible, the actual replacement cost.
- If repairs or replacements have to be done on Terminal Equipment that is not covered under manufacturer's warranty or that has been damaged by anybody other than Frogfoot, then in addition to the paragraph above Frogfoot shall charge its full installation rate for the call-out to repair/replace faulty Terminal Equipment.

### UNCAPPED SERVICES

Uncapped services are designed and intended for personal use only. The Uncapped Services may not be repackaged/broken down and sold to 3rd parties, may not be used to provide network services like hosting/mail/ftp/backhaul for Wifi/internet cafes and other networks. The use and/or exploitation of our uncapped services for commercial use is strictly prohibited. (We have very competitive Per Gb pricing for commercials).

The Acceptable Use Policy for the Soft-Limit Uncapped, Premium Uncapped and Business Uncapped can be found below. By accepting the Terms and Conditions, you also agree to the afore-mentioned AUP. All uncapped services are billed within a calendar month (1st to last day of every month). Your proof of payment is to reach us before 5pm on the last day of the month to prevent service interruption on the 1st of each month.

It is our goal to protect the integrity of our network, in order to provide the best possible internet experience for all of our clients using all Uncapped services and as such we reserve the right to manage uncapped users who are deemed to be causing an unusually large burden on the network. We are committed to managing our network in a way that allows us to provide all users with the best experience possible, however we cannot guarantee that the allocated capacity will always be available.



### Soft-Limit Uncapped / Premium Uncapped

Soft-Limit Uncapped services are best suited for average home users who make little to no use of high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to). Soft-Limit Uncapped services are proactively managed by the Iclix (Pty) Ltd Protocol Manager.

Premium Uncapped services are better suited to more advanced users, and are managed proactively by the Iclix (Pty) Ltd Protocol Manager.

### Premium Uncapped (DSL and Fibre) - Iclix (Pty) Ltd Protocol Manager

The Iclix (Pty) Ltd Protocol Manager is used to provide all uncapped users on our network with the best possible internet experience. During peak network times, we give priority to real time services (such as browsing, email, streaming etc), high bandwidth services such as NNTP, Peer-to-Peer and Torrents (and similar but not limited to) will receive less priority.

Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes will be managed by the Iclix (Pty) Ltd Protocol Manager. The Iclix (Pty) Ltd Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. We reserve the right to use the Iclix (Pty) Ltd Protocol Manager to manage the integrity of our network should network capacity not be available at any time, we assure our clients that we will do this in a responsible manner should the need arise. Any user that is found attempting to bypass or circumvent the Iclix (Pty) Ltd Protocol Manager will be suspended and could have their service cancelled.

### Soft-Limit Uncapped (DSL and Fibre) – Iclix (Pty) Ltd Protocol Manager

Soft-Limit Uncapped services are managed according to the last 7 days usage projected to 30 days as well as the available capacity on the network at all times.

There are predefined thresholds set and when exceeded the account speed will be managed down to a maximum of 50% of the account speed. Should the demand on the network exceed available capacity these thresholds may be managed more aggressively by the Iclix (Pty) Ltd Protocol Manager and differ to the table below.

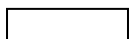
The thresholds per account speed are:

Speed	Threshold
8 Mbps	100 GB
10 Mbps	200 GB
20 Mbps	400 GB
40 Mbps	750 GB
50 MBPS	850 GB
100Mbps	1000 GB
200Mbps	1000 GB

Any user that is found attempting to bypass or circumvent the Iclix (Pty) Ltd Protocol Manager will be suspended and could have their service cancelled.

### Business Broadband Uncapped (DSL and Fibre)

This is a broadband uncapped service who's data is prioritised for Business Users based on available network capacity where high priority is required for typical business protocols.



Clients deemed to be continuously uploading/downloading or using the service for unattended automated processes or non-typical business protocols (such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents) will be managed by the Iclix (Pty) Ltd Protocol Manager. The Iclix (Pty) Ltd Protocol Manager may be used to manage clients by rate limiting (slowing down speed) and limiting or preventing service using specific protocols or ports. Iclix (Pty) Ltd reserves the right, to at its discretion manage non typical business protocols such as but not limited to NNTP, Peer-to-Peer, Https Downloading and Torrents and/or rate limit service speed.

We reserve the right to use the Iclix (Pty) Ltd Protocol Manager to manage services in order to protect the integrity of our network according to the available network capacity, we assure our clients that we will do this in a responsible manner should the need arise.

Any user that is found attempting to bypass or circumvent the Iclix (Pty) Ltd Protocol Manager will be suspended and could have their service cancelled.

### **GENERAL NOTICE**

Thank you for reading Iclix (Pty) Ltd's Acceptable Use Policy (AUP). By accessing this website, or by contracting with us for service, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic; to specify to clients and users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our client services/legal department at 0861 300 900.

Iclix (Pty) Ltd respects the rights of our clients and users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with our constitution. We undertake not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

### **ISPA MEMBERSHIP AND CODE OF CONDUCT**

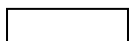
Iclix (Pty) Ltd confirms that in compliance with section 72 of the Electronic Communications and Transactions Act 25 of 2002, Iclix (Pty) Ltd is a member of the Internet Service Providers' Association (ISPA) and has adopted and implemented the association's official Code of Conduct, which can be viewed at [www.ispa.org.za/code](http://www.ispa.org.za/code)

### **UNLAWFUL USE**

Iclix (Pty) Ltd's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic.

#### **This includes:**

- Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
- Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
- Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover Iclix (Pty) Ltd cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Iclix (Pty) Ltd's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.
- Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.
- Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with Iclix (Pty) Ltd on behalf of another subscriber without their consent.





- Any violation of the exchange control laws of the Republic.
- Any activity that results in the sale, transmission or distribution of pirated or illegal software.
- Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal. Where any user resides outside of the Republic, permanently or temporarily, such user will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, Iclix (Pty) Ltd will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using Iclix (Pty) Ltd's resources, including the provisioning of all personal identifiable data.

## **SERVICE AVAILABILITY**

Iclix (PTY) Ltd will use reasonable endeavours to keep the Service available at all times. However, you agree that Iclix shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the Service for any reason whatsoever.

Iclix (PTY) Ltd will use its best endeavours to notify you of any maintenance and repairs which may result in the Service being unavailable, but does not warrant that such notice will be given in advance.

Neither you nor any other person shall have any claim against Iclix (PTY) Ltd for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service as contemplated in 1<sup>st</sup> clause, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen.

## **PAYMENT**

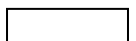
You agree to pay the Membership Fee, which may include (without being limited to) the monthly access fee, usage fees, fees for closed user groups and fees for other services you may subscribe to from time to time. Unless we specifically agree otherwise, the Membership Fee will be payable monthly in advance, except for usage fees, which will be payable monthly in arrears.

We will invoice you for the Membership Fee on a monthly basis, unless we specifically agree otherwise.

The Membership Fee and all other amounts payable in terms hereof shall be paid free of exchange and without deduction or set-off by way of a direct debit order (drawn against a current banking account nominated by you) in favour of Iclix (PTY) Ltd, or in such other manner as Iclix (PTY) Ltd may from time to time determine. You agree that by furnishing your bank details, you authorise Iclix (PTY) Ltd to deduct all amounts payable in terms of this agreement from the account specified. Should we require you to, you agree to sign all such forms and do all such things as may be necessary to give effect hereto.

Should you fail to pay any amount on the due date for payment or should you be in breach of clause 8.5 of the General Terms and Conditions, then, without prejudice to any other rights Iclix (PTY) Ltd may have:

- such amount shall bear interest at the rate of 2% above the prime overdraft rate of ICLIX's bankers from time to time, calculated from the due date until the date of payment (both dates inclusive) and will be capitalised monthly;
- Iclix (PTY) Ltd shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you agree to pay all costs associated with such recovery on an attorney and own client basis;
- Iclix (PTY) Ltd shall be entitled to, without notice, suspend your access to the Service until such time as the outstanding amount has been paid in full (a reconnection fee of R20.00 will be charged to reconnect services); and/or
- Iclix (PTY) Ltd shall be entitled to terminate this agreement with immediate effect.
- Iclix (PTY) Ltd shall, in its sole discretion, be entitled to increase or decrease the Membership Fee at any time. Iclix (PTY) Ltd undertakes to give you at least 30 days written notice of any such increase or decrease. Should the amended fee be unacceptable to you, you may terminate this agreement in accordance with clause 8 below, failing which the amended fee shall take effect on the date indicated in the written notice.





Iclix Pty Ltd - 2015/094002/07 • Iclix Vat Reg: 4530246133

Willows Centre, Shop G05, C/O King Edward & Ella,  
Willows, Bloemfontein, 9301

T: 051 400 6900 • F: 051 400 6901 • E: info@iclix.co.za • www.iclix.co.za

- You may not withhold payment of any amount due to Iclix (PTY) Ltd in terms of this agreement by reason of any alleged breach of this agreement by Iclix (PTY) Ltd, nor will you be entitled to any discount, refund or other credit under any circumstances.

### **FULL TERMS AND CONDITIONS OF SALE / SERVICE**

Please find our full terms and Conditions on our website on the below link.

<https://iclix.co.za/downloads/TERMS%20AND%20CONDITIONS%20OF%20SALE%20or%20Service%20ICLIX%202020%20website.pdf>

By signing this contract, you agree to the Terms and Conditions of the above-mentioned document.

### **FIBRE LAST-MILE PROVIDER PRICE INCREASES**

Please Note: Fibre last-mile providers are entitled from time to time – but not more than once in any calendar year - to increase the fees and charges payable by ICLIX to the Last-mile providers for the Service used by ICLIX customer, subject to the provision of one (1) month prior written notice. Any increase effected by Last-mile provider under this clause shall be limited to the headline Consumer Price Index (metropolitan areas, all items) as published in the Statistical Release P0141.1 compiled by Statistics South Africa as at the date of the proposal, or, in the absence thereof, a similar index nominated by provider's auditors. This is unfortunately, is out of ICLIX (Pty) Ltd's control and this increase will be on-billed to the customer.

Directors: ICLIX (PTY) Ltd:

João (John) Paulo Antunes • Effiene Knouwds • Gerhard Pienaar • David Camacho • Izak Kruger

