



| HIGH SPEED BROADBAND | DEDICATED INTERNET | MPLS VPNS |

Client Information (Person Responsible For Payment):						
Full Name(s):						
E-Mail Address:				ID Number:		
Tel Home:			Tel Work:			
Tel Mobile:						
Residential Address:					Code:	
Postal Address:					Code:	
Company Information (If Applicable):						
Name of Enterprise:						
Trade Name:				Registration Nr:		
Tel Num:			Fax Num:			
VAT Nr:						
Physical Address:					Code:	
Postal Address:					Code:	
Fiber Broadband Services (Uncapped), Zero Installation / Activation Fees:						
Frogfoot Networks	OpenServe (Telkom)		Vumatel			
<input type="radio"/> 10/10Mbps FTTH, R599pm	<input type="radio"/> 10/5Mbps FTTH, R899pm		<input type="radio"/> 4/1Mbps FTTH, R499pm			
<input type="radio"/> 20/20Mbps FTTH, R699pm	<input type="radio"/> 20/10Mbps FTTH, R999pm		<input type="radio"/> 20/20Mbps FTTH, R699pm			
<input type="radio"/> 50/50Mbps FTTH, R899pm	<input type="radio"/> 40/20Mbps FTTH, R1299pm		<input type="radio"/> 50/50Mbps FTTH, R899pm			
<input type="radio"/> 100/100Mbps FTTH, R1299pm	<input type="radio"/> 100/50Mbps FTTH, R1499pm		<input type="radio"/> 100/100Mbps FTTH, R1299pm			
DSL Broadband Services (Uncapped, Data Only), Zero Installation / Activation Fees:						
<input type="radio"/> 2Mbps DSL, R299pm	<input type="radio"/> 4Mbps DSL, R399pm		<input type="radio"/> 8Mbps DSL, R599pm			
<input type="radio"/> 10Mbps DSL, R699pm	<input type="radio"/> 20Mbps DSL, R899pm		<input type="radio"/> 40Mbps DSL, R1099pm			
DSL Broadband Services (Uncapped, Data & Line), Zero Installation / Activation Fees:						
<input type="radio"/> 2Mbps DSL, R469pm	<input type="radio"/> 4Mbps DSL, R699pm		<input type="radio"/> 8Mbps DSL, R1029pm			
<input type="radio"/> 10Mbps DSL, R1129pm	<input type="radio"/> 20Mbps DSL, R1449pm		<input type="radio"/> 40Mbps DSL, R1899pm			
Wireless Broadband Services (Uncapped), R1500 once-off Installation Fee:						
<input type="radio"/> 4/2Mbps Wireless, R599pm	<input type="radio"/> 6/2Mbps Wireless, R799pm		<input type="radio"/> 8/2Mbps Wireless, R899pm			
<input type="radio"/> 10/5Mbps Wireless, R999pm	<input type="radio"/> 15/5Mbps Wireless, R1099pm		<input type="radio"/> 20/10Mbps Wireless, R1299pm			
Installation Address:						

- ✓ I hereby certify that the details in this application are true and confirm that I am not a rehabilitated insolvent or subject to any debt arrangement or administration order.
- ✓ I hereby acknowledge that service delivery is not guaranteed, and the application is subject to adequate service coverage at the installation site.
- ✓ I agree to the terms and conditions laid out by Opticnetworks (Pty) Ltd appearing on the remaining pages of this form.

Please email this completed form (all pages) to sales@opticnetworks.net with the following supporting documentation:

Copy of your ID, Passport, or Driver's License (for RICA purposes)

Signed Application Form (both pages)

Name:

Signature:

Date:



| HIGH SPEED BROADBAND | DEDICATED INTERNET | MPLS VPNS |

Terms and Conditions of Subscription (Acceptable Use Policy)

This document describes the terms and conditions of service applicable to you as an Opticnetworks (Pty) Ltd subscriber. By accessing the Internet via an Opticnetworks (Pty) Ltd account (or via any server hosted on any Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd service may only be used for lawful purposes. The Subscriber is prohibited from transmitting unlawful, threatening, abusive, libellous, 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 Subscriber shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters and junk mail — "spamming". The Subscriber undertake not to attempt to degrade the service provided by Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd without notice to the Subscriber.

Misuse of internet connections

In common with other internet service providers, where Opticnetworks (Pty) Ltd becomes aware that the service is being misused, including but not limited to the malicious degradation of other networks or network devices and/or transmission of content contrary to applicable law ("Service Misuse"), Opticnetworks (Pty) Ltd reserves the right to suspend the service without liability. The Subscriber and Opticnetworks (Pty) Ltd shall then co-operate to rectify the situation in the most expedient way.

Content

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

Privacy

Opticnetworks (Pty) Ltd will not intentionally monitor or disclose any private e-mail messages unless required by law, regulation, or Court Order. Opticnetworks (Pty) Ltd 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 email, which is out of the control of Opticnetworks (Pty) Ltd. 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 and/or service 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 Opticnetworks (Pty) Ltd. Additionally, access to the Internet or other services may be available only through hardware or software not provided by

Opticnetworks (Pty) Ltd. Additionally, access to the Internet or other services may be available only through hardware or software not provided by Opticnetworks (Pty) Ltd. 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 Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd, or due to any accident, abuse, misapplication by the Subscriber or person, entity or firm other than Opticnetworks (Pty) Ltd. In the event of a malfunction of the service, the Subscriber agrees that its sole and exclusive remedy and Opticnetworks (Pty) Ltd's entire liability shall be the pro rata return of fees paid by the Subscriber to Opticnetworks (Pty) Ltd for service in the month the malfunction occurred.

Disclaimer

Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd, even if Opticnetworks (Pty) Ltd has been advised of the possibility of such damages.

Indemnification

The Subscriber agrees to defend, indemnify and hold harmless Opticnetworks (Pty) Ltd, 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 Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd. 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 of or 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 Goodwood.

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. Opticnetworks (Pty) Ltd may not be responsible for rerouting or transferring of any services after the notification period has expired. Opticnetworks (Pty) Ltd 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 Opticnetworks (Pty) Ltd on presentation without procrastination. The Subscriber shall forfeit all amounts paid to Opticnetworks (Pty) Ltd for the Service as a result of cancellation.

Name:

Signature:

Date: