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FIBRE TO THE HOME (Openserve) + VoIP (Voice over IP) SOLUTIONS

CLIENT APPLICATION FORM	
Client / Company:	
ID / Registration No:	
Installation Address:	
Contact Person:	
Telephone Nr:	
Cellphone Nr:	
Email Address:	
VAT No:	

SELECT YOUR CONNECTIVITY OPTION BY TICKING THE APPROPRIATE BOX				
	25/25 SYMMETRICAL	50/25 ASSYMETRICAL	100/50 ASSYMETRICAL	200/100 ASSYMETRICAL
MONTH TO MONTH CONTRACT	<input type="checkbox"/> R558	<input type="checkbox"/> R759	<input type="checkbox"/> R972	<input type="checkbox"/> R1346
<p>NO LIMITATIONS - A PURE INTERNET CONNECTION!</p> <p>All our fibre connectivity packages are...</p>	 UNCAPPED	 UNSHAPED	 UNTHROTTLED	 SYMMETRICAL
Signature:				

VoIP - Voice over Internet Protocol			
LINE	R119^{pm}	<input type="checkbox"/>	LINE PORTING
			R289^{pm}
			<small>Requirements for LINE PORTING will be supplied on a separate document.</small>

SCHEDULE OF FEES	
Initial Period:	
Commencement Date:	
Total Monthly Fee incl VAT:	

DEBIT ORDER AUTHORISATION	
Bank & Acc No:	
Account Type:	
Name of Account Holder:	
Date of Debit Order:	31 1 5
Signature:	

* FIRST MONTH FEE PAYABLE UPFRONT.
 * MANDATORY DEBIT ORDER.
 * TURN OVER FOR OUR TERMS & CONDITIONS!

Initials

TERMS & CONDITIONS

By signing an application or accepting these General Terms and the applicable Specific Terms (online or by phone), you make an agreement with us to provide you with telecommunications products and services (Services). These General Terms, the Specific Terms and the information on your application (or the information you provided online or by phone), in any relevant brochures and specific plan terms on our website (www.vtsconnect.net) apply to the Services and form part of this agreement (Agreement).

GENERAL TERMS AND CONDITIONS FOR CONSUMER SERVICES

1. Services and making changes

- 1.1. If you take up a new Services plan or package or a special offer (e.g., upgrade), this Agreement is varied to include any additional terms.
- 1.2. We may make changes to our Services (including non-price/price changes). We will give you 28 days' notice of price increases and 14 days' notice of nonprice changes. You accept such changes by continuing to use the Services. If you do not accept a change you must contact us within 7 days of such notice.
- 1.3. We will consider you to have received our notices if we contact you at the postal address, email address or mobile number you have given us.

2. Quality of Service

- 2.1. We will take reasonable steps to minimize interruptions to, interference with or reduced quality of the Services.
- 2.2. Your Service may be affected by factors outside our control. We cannot guarantee that Services will be available in all areas at all times, or will be free of faults.
- 2.3. We may block access to certain numbers or content (including mobile, internet] and broadcast content) for legal/regulatory reasons.

3. Paying for the Services

- 3.1. Charges and any Fixed Term will apply from the date we first provide the Services. You must pay all charges including installation charges (if any). Charges for our Services will generally appear on your next bill, however, there may be a time delay before some charges are billed.
- 3.2. We will send your bill in English to the billing address (mail/email) you give us. You must pay your account each month. If you do not receive your bill, you can log a support ticket via our website or call our account department.
- 3.3. Various payment methods are available. We will follow the instructions you give us on the payments form to debit amounts from your nominated bank account, debit card or credit card.
- 3.4. If you have more than one Service, any payment may be applied towards any outstanding amount for any Service.
- 3.5. If you do not pay all charges by the due date, we may suspend the Services or convert your account from a monthly plan to a pay as you go, or end this Agreement. We may also charge a late payment fee or instruct a debt-collection agency to collect the overdue amount (including fees levied by the debtcollection agency).
- 3.6. All prices are inclusive of 15% VAT.

4. Deposits and credit assessments

- 4.1. Some Services require you to pay a deposit before use.
- 4.2. We will do a credit assessment based on the information you give us on your application, online or by phone and will use this to set credit limits on your account. You may be able to increase your credit limit by paying a deposit. To change your credit limit, contact Accounts.
- 4.3. If you reach your credit limit in any month we may suspend your account until you bring your balance below your credit limit.
- 4.4. We may use your deposit for payment of your account if:
 - (i) you have not paid a due amount and we have suspended the Service; or
 - (ii) you have not returned our equipment after a Service is cancelled or suspended.

5. Things you agree to do

- 5.1. You will (and will ensure any other users registered under your account (Other Users) will:
 - a) pay all charges for the Services you order and/or use;
 - b) follow our instructions;
 - c) use the Services responsibly, and in compliance with RSA laws including not using the Services to make offensive, indecent, menacing, nuisance or hoax calls, or send unsolicited SMS, spam or junk mail, commit fraud or any other criminal offence;
 - d) not resell the Service;
 - e) not use the Services in any way which breaches the intellectual property rights of any third party. If you do, you will indemnify us against any loss or damage we suffer as a result of this;
 - f) provide copies of identification documents (such as passport and visa or RSA ID) upon their renewals(s) to ensure continuity of the Services;
 - g) consent to VTS for verification of credentials with the RSA Identity Authority and VTS may obtain any additional information as it considers necessary in accordance with the laws of South Africa;
 - h) supply any documents or information we request to comply with our legal/regulatory obligations. Supplying false information may lead to termination of all Services and under RSA law may lead to fines, imprisonment or both; and
 - i) not connect any equipment to the VTS Network unless expressly approved by us.

6. Circumstances where we can suspend or terminate Service

- 6.1. We may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, if:
 - a) we suspect that:
 - (i) you are not complying with this Agreement; or
 - (ii) you are using the Service for unusual or fraudulent activity. We will reinstate the Service as soon as we are satisfied that this is not the case;
 - b) we are required to do so by any government, regulatory organization, emergency service or other competent authority;
 - c) there is a planned outage or we need to repair our Network or any other reason beyond VTS control;
 - d) we do not receive adequate ID documentation from you. Following the suspension of a Service, we may terminate the Service.
 - e) you fail to pay charges due to us
- 6.2. If we suspend a Service under this clause 6, you will remain liable for all recurring and/or monthly charges during suspension.

7. Transferring this Agreement or adding Other Users to the account

- 7.1. You may not transfer a Service without our prior consent. If you add Other Users to the account, you remain responsible for the account, including payment for the Services used by any Other Users. You must ensure that all Other Users use the Services in accordance with this Agreement.
- 7.2. We may assign this Agreement to a third party. If we do, we will notify you of the new service provider.

8. Ending a Service or this Agreement

- 8.1. If you want to end a Service, please contact Accounts. If you end any Service before the expiry of any Fixed Term, an early termination fee will apply. We may also bill you for our reasonable costs if we have to recover any equipment.
- 8.3. If you end all Services, then this Agreement will automatically end and we may close your account. On closing your account, outstanding charges are immediately payable.
- 8.4. We can end this Agreement or any Service at any time. We will use our best endeavors to give you reasonable notice of the termination, but we are not required to give you this notice in all circumstances.
- 8.5. When this Agreement ends it is your responsibility to cancel any payment arrangements you have set up.

9. Legal liability

- 9.1. We are not liable (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) for any actions by us or anyone who works for us, except to the extent that such liability cannot be excluded under RSA law.
- 9.2. Subject to this clause 9, any liability will be limited to R20,000 per incident and up to a maximum of R40,000 for any number of incidents within a 12-month period.
- 9.3. We are not liable to you or Other Users for any loss of business, revenue, profits or anticipated savings, lost or corrupted data, or any indirect or consequential loss.
- 9.4. We are not liable to you or Other Users:
 - (a) for the temporary non-availability of our network;
 - (b) for loss, late receipt or non-readability of any communication;
 - (c) for any defects, malfunctions or delays in any way related to the provision of content;
 - (d) for any products or services you order from third parties using the Services; or
 - (e) for failures to provide a Service if it is outside of our control.
- 9.5. This clause 9 continues to apply after this Agreement has ended.

10. Privacy, account details and passwords

- 10.1. We may monitor your Services and record any calls to Support for training, financial control, quality control or legal purposes.
- 10.2. You must give us correct and complete information and notify us of any changes.
- 10.3. Your account details may be used to verify your identity – you must keep them safe. Your passwords are confidential and must be kept secret.
- 10.4. We may share your account information, call data and content of traffic with third parties for credit checking, security, fraud prevention, identity verification or if we are required to disclose it to a government or law enforcement agency.
- 10.5. If you consent, we may share your account information with our business partners. You may be contacted by mail, telephone, SMS, fax or email about any goods, services or promotions we think may interest you.
 11. If you want to make a complaint/dispute
 - 11.1. If you have a complaint, please contact Support.
 - 11.2. This Agreement is governed by RSA federal laws. All disputes are subject to the exclusive jurisdiction of the High Courts of South Africa.
 - 11.3. Failure to exercise any right under this Agreement will not prevent a party from taking further action.

12. Telephone numbers, domain names, email addresses.

- 12.1. The Services may include use of a telephone number, domain name, email address or other unique identifier. You must comply with the requirements of any regulatory body which administers these addressing identifiers. These addressing identifiers are not your property and we reserve the right to recall them.
- 12.2. Unless you request us otherwise, we will put your telephone numbers into a directory and make it available through our Directory Enquiries Service. Please call our office if you do not wish to be included in this Service.

13. Content Services

- 13.1. Content is information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the Services.
- 13.2. You must not access age-restricted content if you are below the specified age. You must not show or send age-restricted content to anyone below the specified age.
- 13.3. We are not responsible for, nor endorse, content that is accessible through the Services. You are solely responsible for determining the suitability of all accessed content.
- 13.4. We may set size limits for transmission of emails and individual storage capacity.
- 13.5. Content downloaded through the Services may be subject to copyright or other intellectual property rights. Unless authorized, you may not re-sell, redistribute or relay any downloaded content or use it in a way that contravenes any copyright/IP rights.
- 13.6. Downloading or saving content is at your risk and we accept no responsibility for corruption, loss or damage to your equipment. We are not liable for any technical problems arising from use of content or for any delay/non-transmission of content.
- 13.7. We may, without notice, deny access to, remove or modify any defamatory, offensive, indecent, objectionable or illegal content or content that may infringe third party intellectual property rights. We may remove any content for legal/ regulatory reasons.

14. Equipment and access to premises

- 14.1. If replacement or maintenance of the equipment is required as a result of:
 - a) misuse or neglect of, or accidental or willful damage to, the equipment by you;
 - b) fault in, or any other problem associated with, your own equipment or any system that we do not cover; or
 - c) failing to comply with these General Terms or the Specific Terms, we will charge you at our hourly rates for maintenance / equipment replacement.
- 14.2. If the equipment needs replacing through no fault of your own and is within the warranty period, we will not charge you for its replacement. However, if the equipment is outside the warranty period then a charge may apply.
- 14.3. On request, you must allow us prompt and safe access to premises occupied or controlled by you. We may require access to carry out installations, inspections, repairs or testing of any equipment used in the Services, and to inspect and check that your use of the Services complies with these General Terms.

Initials

14.4. To the extent that we need to undertake work at your premises to ensure equipment is installed safely or in accordance with your request, you agree that you are authorized to undertake such work and you have all necessary consents. Such work is undertaken at your risk and VTS is not liable for such work.

15. Electronic signature

15.1. If you accept these terms and conditions by electronic signature, you acknowledge that your electronic signature is your actual signature and that it evidences your agreement to these terms and conditions, the application form and the pricing for the applicable services.

16. Mandatory Debit Order

16.1. I understand that the amount may differ monthly based on the services received/provided i.e internet / voice billing etc. Confirmation of amounts to be deducted will be confirmed with me before the debit order run. All such withdrawals from my / our bank account by you shall be treated as though they had been signed by me / us personally. I / We understand that the withdrawals hereby authorized will be processed by computer through a system known as the ACB Magnetic Tape Service, and I also understand that the details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

16.2. I / We agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by me / us by giving you one calendar month notice in writing, after the initial 12 month period, sent by prepaid registered post to: P O Box 2820, Mossel Bay 6500 and / or email to: accounts@vtsconnect.net. This debit order agreement will be between you the client and VTS Connect Pty Ltd t/a VTS Communications based at 29 Diaz Business Park, Beach Boulevard West, Diaz Beach, Mossel Bay, 6505.

I / we understand that 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.

Receipt of this instruction by you shall be regarded as receipt thereof by our bank (whichever it is or will be).

SPECIFIC TERMS AND CONDITIONS FOR CONSUMER SERVICES

These specific Terms and Conditions apply to each specific Service you order (whether ordered at the time of signing the application or later) (Specific Terms). If there is any inconsistency between the General Terms and these Specific Terms, these Specific Terms prevail.

1. Terms applying to all services

- 1.1 The General Terms and these Specific Terms apply to all Consumer Services including all Fixed, Broadband, TV and VOIP Services plans and packages.
- 1.2 Activation of the Services may depend on network availability or factors beyond our control. Some Services are available in some areas of the RSA only.
- 1.3 Subject to any package requirements, you may change your Services plan or package at any time. However, additional fees may apply.
- 1.4 You must obtain our approval before changing the name/address of the account holder. A relocation fee is payable if Services are relocated to a new address.
- 1.5 You may request additional sockets for the extension of Services to different locations within your premises at the charges set out on our website. This service is available in some areas of the RSA only. Any work done on your premises at your request is carried out at your risk and we are not liable for such work.
- 1.6 Unless otherwise specified, our Services plans and packages have a Fixed Term of 12 months on rental options.
- 1.7 If you authorize us to cease specified services from your current provider, you acknowledge that all related aspects of the ceased service (e.g. email account) may also be cancelled.
- 1.8 By signing this agreement and application you agree to a (12) month service commitment from date of signature. 3 months prior to the anniversary of agreement notify us of cancellation otherwise auto renews on anniversary of this service commitment.
- 1.9 If you prefer a month to month service with no commitment, please cancel clause 1.8 - the monthly service fee will increase by 10%.

2. VOIP service

- 2.1 Depending on availability, the VoIP Service will be provided using either our fibre infrastructure or your existing internet connection. We will advise you of the service type when you submit your application or request our Services online or by phone.
- 2.2 If the VoIP Service is suspended for non-payment, you will, be disconnected if you do not pay all outstanding charges.
- 2.3 If you experience any faults with your Service, you should report the fault to us by calling our Support.
- 2.5 You must register at least 1 VoIP phone number to receive this Service. If you are not authorized to register the VoIP line, we may terminate the Service.
- 2.6 We provision your Service relying on your fibre data transfer rate or current internet connection. We will try to provision it within a few days of your request, however, there may be delays. We are not liable if your current internet provider refuses to, or is unable to, complete the activation, of which we will inform you.
- 2.7 Once activated, all calls outside your local area code, with a national or international prefix or to a mobile number, will be automatically routed through us
- 2.8 Supplementary services like call waiting, call forwarding and call barring can be provided by VTS.
- 2.9 There is no charge to activate the Service. You remain responsible to your internet Line Provider for rental payments to access your fixed line. You will be responsible for all calls made using the Service from the fixed line.
- 2.10 If there is a fault with the fixed line you should contact your Line Provider to arrange repair. If your Line Provider suspends your phone service, our VoIP Service will also not be available. If you experience any faults with your VoIP Service, you should report the fault to us by calling our Support.

3. Wireless and Broadband Internet Service

- 3.1 Subject to these Specific Terms, the maximum speed of the Wireless Internet Service or Broadband Internet will be the speed requested on your application, online or by phone. If you have a DSL connection, the maximum speed will be the speed that is supported by your line. The speed of the Wireless and Broadband Service may be impacted by various factors outside of our control.
- 3.2 From time to time you will not be provided with the advertised bandwidth. In the event of this occurring, please notify our support team within 24hrs so that we can investigate and rectify.
- 3.3 We do not guarantee that the Wireless and Broadband Service will be uninterrupted, information transmitted accurately, reliably or at all.

3.4. We are not liable for any failure of the Wireless and Broadband Service resulting from a systems configuration not authorized by us. All remedial work required to repair the Wireless and Broadband Services as a result will be invoiced to you at our standard hourly rates.

3.5. Your usage of the Wireless and Broadband Service is subject to our Fair Use Policy.

3.6. Under RSA law we are required to block access to content that is objectionable on the grounds of: public interest, public morality, public order, public and national security, national harmony, or which is otherwise prohibited by law. Please contact Support, or follow the process displayed on the web blocking page, if you want to block or unblock access to particular content.

3.7. Other than as required by RSA law, all Wireless and Broadband Services are provided on the basis of an open system with no filters or firewalls. Depending on the level of your service, we will provide third party antivirus and anti-spyware software for installation by you. The use of such software does not guarantee that the Wireless and Broadband Service will be fully protected and we are not liable for the security of your data transmitted via the Wireless and Broadband Service or our Network. We have no obligation to ensure, and make no representations or warranties concerning, the security of your data. You are solely responsible for the data retrieved, stored or transmitted through the Broadband Services or our Network.

3.8. The Wireless and Broadband Service shall be supplied to a radio feed and dish unit or landline located in your premises. If you do not have a landline, then you must approach your local landline service provider.

REQUIRED DOCUMENTATION - PRIOR TO ACTIVATION

* Required documentation prior to installation or activation.
Emailed to accounts@vtsconnect.net

Private Individual

- Copy of ID or passport of individual.
- Utility bill confirming installation address; this can be a municipal bill, a Telkom or cellular bill, or a tenancy agreement

Company

- Copy of ID or passport of member / director.
- Copy of company registration document / VAT number, billing details.
- Utility bill confirming installation address; this can be a municipal bill, a Telkom or cellular bill, or a tenancy agreement.

* By signing this application form you agree to have read and understood the Terms & Conditions set out by VTS Connect (Pty) Ltd for the undertaking of required service(s).

Signed at

on the

day of

20

by:

Name & Surname:

Signature:



OFFICE
+27 (044) 690-3733

EMAIL
sales@vtsconnect.net

WEBSITE
www.vtsconnect.net

Initials