

**Perlcom CC**

t/ a iSPOT  
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Tel 031 5646459 Fax 0865528574  
Co Reg 2000/010338/23 VAT Reg: 4030187746

in association with  
**Perlcom CC t/ a iSPOT**

Contact: **iSpot Sales**  
Tel: 031-5646459 Cell: 082-9093468



**INSTRUCTIONS:**

PRINT THIS FORM, THEN COMPLETE APPLICATION BY CHECKING  
REQUIRED OPTION, FILLING IN RELEVANT DETAILS AND SIGNING BELOW  
AND INITIALLING OVERLEAF, AND THEN FAX BOTH PAGES TO:  
0865528574.  
**YOU CAN ALSO SCAN THE SIGNED FORM AND EMAIL IT TO:**  
accounts@ispot.co.za

**BROADBAND SUBSCRIBER APPLICATION AND SUBSCRIPTION AGREEMENT**

I hereby apply for an iSpot Broadband Subscription Service as follows (indicate by checking selected option/ s), payable monthly in advance and subject to 30 days notice except where minimum months specified.

**OptiLink\_Basic\_Uncapped\_Unshaped\_Dualstream\_Fibre\_Bundle\_10Mbps**

- Speed Up To 10Mbps Download/ 10Mbps Upload
- Up To 1000Mbps Local Traffic (Eg: Netflix, Youtube)
- High Contention Symmetric Bandwidth
- Uncapped Data
- Unshaped Traffic
- Includes FREE Indoor WiFi Router
- Fibre Line Rental Included
- 12 month subscription

- **Subscription via D/ O**  
**R 699.00 per month**  
• Excludes Optional Public IP Address

**OPTIONAL ITEMS (Monthly Subscription)**

- VOIP DID Number: R 79-00       VOIP Handset Rental: R 69-00
- Public IP Address: R 39-00      Item: \_\_\_\_\_ R \_\_\_\_\_

**OPTIONAL ITEMS (Once- off cost)**

- Home / Biz Installation of Outdoor CPE & Cabling: R 2500-00 / R 3500-00      Item: \_\_\_\_\_ R \_\_\_\_\_
- Additional cabling over 30m R 20-00 per/ m      Item: \_\_\_\_\_ R \_\_\_\_\_

The service to be installed at the address indicated below and to be supplied in terms of iSpot Standard Terms and Conditions (obtainable at www.ispot.co.za/ terms). I understand that the service is a shared community service and is supplied on a best- effort basis and no guarantee regarding download speeds or availability is implied. I also understand that in order to provide equitable service certain heavy users of the iSpot service may have their service shaped according to a Fair Use Policy. I understand that CPE equipment required to connect to the service installed at my premises are rented to me for the duration of the subscription. I understand that charges for Wireless Broadband Access, Equipment and Installation EXCLUDE PC support/ training and service of connected computers. I agree that I will be automatically debited for additional bandwidth used where I have subscribed to a Capped package and I use more than the package limit in a calendar month. I agree that the cost of the Installation Fee where applicable will be included in the first month's debit but may be debited at an earlier date. I agree that except for BUSINESS services the connection supplied is for end- user usage only and may not be resold. I agree that on termination of my subscription I will return the rented CPE equipment in good working order failing which I undertake to pay a cancellation fee based on the pro- rated value of the CPE equipment. I agree that I may be billed separately at iSpot's current hourly service rate for additional services I may request (including PC training and support and service of connected computers) and that charges for these services and/ or equipment I may purchase may be automatically debited from my account. I understand that I may alter my subscription product by giving 30 days notice in which case I will be billed the appropriate current monthly subscription.

NAME: \_\_\_\_\_ START DATE: \_\_\_\_\_

INSTALLATION ADDRESS: \_\_\_\_\_ CONTACT TEL: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_ CELL NUMBER: \_\_\_\_\_

CO REG / ID NUMBER: \_\_\_\_\_ VAT NUMBER: \_\_\_\_\_

**BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORISATION (NOT APPLICABLE IF PREPAID/ EFT OPTION SELECTED)**

The details of my bank/ credit card account are as follows: (Complete Bank details if paying by Debit Order or Credit Card details if paying by Credit Card) Note that above price applies to Debit Order only, a surcharge ADMIN FEE of R50 applies if you elect to pay by EFT or Credit Card.

ACCOUNT TYPE: \_\_\_\_\_ CARD TYPE: \_\_\_\_\_

BANK: \_\_\_\_\_ CARDHOLDER NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_ CARD NUMBER: \_\_\_\_\_

BRANCH CODE: \_\_\_\_\_ CARD EXPIRY: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_ CVV NUMBER: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_ **ABBREVIATED NAME AS REGISTERED WITH THE BANK: ISPOT SUBS**

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my/ our above mentioned bank (or any other bank or branch to which I/ we may transfer my/ our account) on condition that the sum of such payment instructions will never exceed my/ our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me/ us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorised to be issued must be issued and delivered on the 1st day ("payment day") of each and every month commencing on 1st day of the month following the start date above. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re- present the instruction for payment as soon as sufficient funds are available in my account; I/ we understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a reference, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. 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.

**MANDATE:**

I/ we acknowledge that all payment instructions issued by you shall be treated by my/ our above mentioned bank as if the instructions had been issued by me/ us personally.

**CANCELLATION:**

I/ we agree that although this Authority and Mandate may be cancelled by me/ us, such cancellation will not cancel the Agreement. 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.

**ASSIGNMENT:**

I/ we acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(Signature as used for signing cheques or credit card vouchers)

Print Name \_\_\_\_\_ ID No \_\_\_\_\_  
(I warrant that I am authorised to sign on behalf of the subscriber above and bind myself as surety and co- principal debtor with the subscriber).

Assisted By \_\_\_\_\_ Agreement Reference: 8749

# iSpot Standard Terms and Conditions

## 1 Definitions

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

1.2 "Agreement" The subscriber application form setting out the subscriber's details, together with all annexure attached thereto, and the subscriber terms and conditions.

1.3 "Charges" The management charges, connection charges, monthly service charges, usage charges and any other charges pertaining to the provision of the services and any other services provided to the subscriber in terms of this agreement.

1.4 "Effective Date" Notwithstanding the date of signature of the application form, the date of commencement of the services.

1.5 "Initial Period" A period as indicated on the application form, commencing on the effective date.

1.6 "Installation" The installation of terminal equipment at a location or on a subscriber system or similar device specified by the subscriber in an order.

1.7 "Internet" The interconnected system of networks that connect computers around the world via the TCP/IP protocol.

1.8 "Licence" The national data telecommunication licence granted to the Network Operator to provide a national data telecommunication service by means of a data network.

1.9 "DN" The data network established and operated by the Network Operator in terms of a licence and services/ extensions/ enhancements added by Service Provider that provides connectivity to the Internet.

1.10 "Services" Managed Wireless Hotspot services, Broadband Internet access services, value-added Internet Protocol ("IP") services, virtual private network ("VPN") services, corporate managed data network services, made accessible to the subscriber by Service Provider in terms of this agreement.

1.11 "Access Numbers" The access numbers, IP address, unique user name or subscription numbers used to identify subscribers having access to the DN.

1.12 "Network Operator" The Broadband Internet operator which has been appointed by the Service Provider to make the DN services available to the subscriber.

1.13 "Order" An order placed by a subscriber on Service Provider for the provision of the DN services.

1.14 "Renewal Period" A period as indicated on the subscriber application form, commencing on the day immediately following the expiration of the Initial Period, or an anniversary of the expiration period, as the case may be.

1.15 "Service Provider" Pericom CC T/A iSPOT.

1.16 "Subscriber" Any party to whom the services are made available in terms of the agreement.

1.17 "Terminal Equipment" The equipment installed in order to give effect to the Service, including the antennas and communication cards used by a subscriber to send and/ or receive any data signal via an DN radio link and may include any other special equipment provided by the Network Operator or Service Provider in order to facilitate any future enhanced services to subscribers.

## 2 Commencement and termination

2.1 This 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 thereafter continue automatically for an unlimited number of Renewal Periods unless terminated:

2.1.1 By the subscriber, on expiration of the Initial Period or a Renewal Period, as the case may be, by giving to Service Provider a written notice of termination not less than 30 days and not more than 90 days before the expiration of the Initial Period or the Renewal Period, as the case may be; and/ or

2.1.2 By the subscriber, within a period of 7 days from the effective date, should the subscriber not find the service fit for use, subject to a written explanation accepted by the management of the Service Provider; and/ or

2.1.3 By Service Provider, on written notice to the subscriber in the event of the authorisation issued by the Network Operator in terms of which Service Provider is authorised and empowered to give the subscriber access to the DN 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 this agreement shall become binding between Service Provider and the subscriber whether or not the subscriber was notified of the acceptance of the offer. The subscriber hereby expressly dispenses with notification of acceptance of the offer by Service Provider.

## 3 Supply and installation of terminal equipment and DN services

3.1 The order placed by the subscriber on Service Provider is subject to Service Provider's approval in its sole discretion. If 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 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. 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 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 in and to 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 lost, stolen or damaged, the subscriber shall immediately notify Service Provider in writing and until such notification, the subscriber shall remain liable for all costs and charges pertaining to such terminal equipment. Service Provider shall as soon as reasonably possible replace the terminal equipment. The cost of this replacement equipment shall be for the subscriber's account. Such loss, theft or damage and/ or 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 this 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 DN 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 MDN Services.

3.6.2 Shall only use the terminal equipment provided 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 MDN 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 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.

## 4 Charges

4.1 In consideration for the provision of the DN Services, terminal equipment and any other services supplied by Service Provider to the subscriber, the subscriber shall effect payment to Service Provider of the applicable charges, as detailed in the application form and whether or not the MDN Services have been, or are being utilised by the subscriber.

4.2 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 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 21 days from date of the relevant invoice.

4.3.3 At Service Provider's premises or at the bankers of Service Provider in Durban North. Where payment is made by the subscriber through a debit order, other electronic means or any other intermediary, the subscriber's bankers or other intermediaries shall act as the subscriber's agent and the subscriber shall have discharged its obligations only upon payment being received 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.

4.5 In the event that Service Provider requires payment for the services provided to the subscriber to be made by debit order, the subscriber will commit a breach of this agreement if the subscriber:

4.5.1 Cancels such debit order without the written consent of Service Provider.

4.5.2 Changes his banking details upon which the debit order relies, without giving Service Provider prior notification of such change and providing Service Provider with the subscriber's new banking details.

4.5.3 The subscriber authorises Service Provider to debit any bank account held by the subscriber for the costs owed by the subscriber to Service Provider in terms of this agreement.

4.6 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 to Service Provider. 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 30 days from the date thereof, the contents of the statement shall be deemed to be correct.

4.7 Any migration from one package option to another shall for the duration of this agreement be subject to Service Provider approval in its discretion and Service Provider shall be entitled to levy fees for migrations, but which fees may not exceed the amounts approved or fixed by the responsible regulatory authority from time to time.

4.8 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

5.1.1 Service Provider may at any time, without notice to the subscriber and in any manner whatsoever, suspend the subscriber's access to the DN Services in the event that:

5.1.2 Any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the DN Services or the Network. Service Provider will endeavour to inform the subscriber timeously, in the event of planned maintenance.

5.1.3 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 DN 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 DN Services are interrupted, suspended or terminated for whatsoever reason; and/ or

6.1.3 Service Provider fails to suspend the provision of the DN 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 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 either 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 this 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 sequestered, 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 this agreement by the subscriber.

7.4 Without derogating from any other rights or remedies available to the Service Provider in terms of this Agreement or at law, in the event of the Agreement being cancelled by the subscriber (for whatsoever reason) prior to the expiry of the Initial Period or any Renewal Period, 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 the Initial Period or Renewal Period, as the case may be.

## 8 Insurance

8.1 Service Provider owns equipment and insures it at its discretion.

8.2 Subscriber undertakes to provide security and safety measures for Terminal Equipment as if the risk therein resided with subscriber

## 9 General

9.1 In the event of the subscriber failing to effect payment of any amount owing by them to Service Provider on due date, then without derogating from Service Provider rights in terms of clause 7, the subscriber shall be liable to effect payment of interest to Service Provider on the amount so owing at the prime interest rate as published from time to time by ABSA Bank Limited plus 2% (percent), from due date to date of payment.

9.2 Unless specifically stated otherwise, all prices and charges set out in this agreement and any price list are inclusive of Value-Added Tax and exclusive any other applicable tax or duty, the liability of which shall vest with the subscriber.

9.3 The rights and obligations of the subscriber in terms of the agreement may not be ceded or delegated to any third party. The rights and obligations of Service Provider in terms of this agreement may be ceded and delegated by it to any other party on written notice to the subscriber.

9.4 Service Provider may change the terms and conditions of this agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the licence issued to the Network Operator, the terms and conditions of any agreement between Network Provider and Service Provider or any circumstances or events similar to the foregoing. Service Provider shall notify the subscriber of any changes as contemplated herein in writing.

9.5 A certificate under the hand of any manager of Service Provider certifying the sum of any amount owing by the subscriber to Service Provider shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Service Provider to obtain any judgment or order against the subscriber.

9.6 The subscriber hereby authorises Service Provider to disclose the subscriber's name, address and personal details to any party whenever it is reasonably necessary for Service Provider to properly perform its functions or protect its interests, or for the purpose of enabling the Network Operator or Service Provider to provide emergency DN Services to the subscriber, or directory or repair services and information to Network users generally. In addition, the subscriber consents to the Service Provider using any information supplied by the subscriber for the purposes of informing subscribers of the Service Provider's services which may interest the subscriber from time to time.

9.7 In the event of Service Provider instituting legal proceedings against the subscriber to recover amounts due to Service Provider or take any other legal steps arising out of this agreement, the subscriber shall be liable for legal costs on the scale as between attorney and own client.

## 10 Ownership of Terminal Equipment

10.1 Ownership in Terminal Equipment vests in the Service Provider and remains so during and after the termination of this agreement.

10.1.1 In the event of termination of this agreement for whatsoever reason, Service Provider shall have the right to claim from the subscriber an amount equal to the value of the terminal equipment as per pricelist of the Service Provider at the time of installation of the terminal equipment and the subscriber shall be obliged to effect payment to Service Provider of the amount so claimed on demand; provided that if the subscriber fails to effect the payment so claimed by Service Provider, the subscriber shall be obliged forthwith to return the terminal equipment to Service Provider in good working order, and shall not be entitled to receive any refund therefor.

10.2 Ownership in and to the terminal equipment supplied and delivered by Service Provider to the subscriber is reserved until payment of all amounts payable to Service Provider in respect of same until such amount has been paid by the subscriber to Service Provider.

10.3 All risk in and to the terminal equipment supplied and delivered by Service Provider to the subscriber shall remain with the Service Provider on delivery.

10.4 All transport costs shall be for the subscriber's account.

## 11 Miscellaneous matters

11.1 Postal address:

11.1.1 Any written notice in connection with this agreement may be addressed:

11.1.2 In the case of Service Provider to: Pericom CC Address: 1 Balmoral Drive, Durban North, 4051 Fax No: 0866874385 Marked for the attention of the Managing Director

11.1.3 In the case of the subscriber to the postal address and fax number set out in the subscriber details application form to which these standard terms and conditions apply, and marked for the attention of the subscriber.

11.1.4 The notice shall be deemed to have been duly given 7 days after posting, if posted by registered post to the parties addressed in terms of this sub-clause.

11.1.5 On delivery if delivered to the party's physical address in terms of either this subclause or the next sub-clause dealing with service of legal documents.

11.1.6 On dispatch if sent to the party's then fax number and confirmed by registered letter posted no later than the next business day.

11.1.7 Unless the addresser is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

11.1.8 A party may change that party's address for this purpose by notice in writing to the other party.

## 11.2 Address for service of legal documents

11.2.1 The parties choose the following physical addresses at which documents and legal proceedings in connection with this agreement may be served (that is their domicilia citandi et executandi):

11.2.2 In the case of Service Provider to: Pericom CC Address: 1 Balmoral Drive, Durban North, 4051 Fax No: 0866874385 Marked for the attention of the Managing Director

11.2.3 In the case of the subscriber, to the physical address and fax number set out in the subscriber details application form to which these standard terms and conditions are attached and marked for the attention of the subscriber.

11.3 A party may change that party's address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other party.

## 12 Entire contract

12.1 The agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement.

## 13 No representations

13.1 Neither party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement.

## 14 Variation, cancellation and waiver

14.1 No contract varying, adding to, deleting from or canceling this agreement, and no waiver of any rights under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

## 15 Indulgences

15.1 If either party at any time breaches any of that party's obligations under this agreement, the other party ("the aggrieved party").

15.1.1 May at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the aggrieved party has expressly elected in writing of a clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right (if the aggrieved party is willing to relinquish that right, the aggrieved party will on request do so in writing). In particular, acceptance of late performance shall for a reasonable period after performance be provisional only, and the aggrieved party may still exercise that right during that period.

15.1.2 Shall not be stopped (i.e. prevented) from exercising the aggrieved party's rights arising out of the breach, despite the fact that the aggrieved party may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

## 16 Applicable law

16.1 This agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

## 17 Blacklisting Clause

17.1 The Service Provider may, without prejudice to any other rights which it may have under this agreement or at law:

17.1.1 Notify credit bureaus of the subscriber's default; and

17.1.2 Blacklist the equipment to prevent the further use thereof.

## 18 Acknowledgements

18.1 The subscriber acknowledges having read and accepted the terms and condition of the Acceptable Use Policy on the iSpot website, the terms and conditions in the installation of the terminal equipment as well as the terms and conditions as set out herein.

## Banking Details For CPE and Installation Fee

BANK: Standard Bank  
BRANCH: Durban North  
BRANCH CODE: 04-28-26-05  
ACCOUNT NAME: Pericom CC  
ACCOUNT NUMBER: 251193721

Initial Here: \_\_\_\_\_