



C-Way Computers

PO Box 7244, 22a Prinses St. Standerton, 2430

Tel 017 7125090, Fax 0865018998

VAT Reg: 4350176725 Reg: CK98/29909/23



Wireless Internet Application Form

(017) 7125090 / 0865018998

Surname: Initials: Title:

First Name: ID Number:

Company Name: (If Applicable):

Company Reg no: (If Applicable): Company Vat no:

Postal Address: Postal Code:

Residential address:

Town: Postal Code:

Telephone Number: (Home) (Work)

Current Email address: Cell phone Number:

Confirmation of service required:

I hereby confirm my decision to subscribe to (Please indicate choice with X):

Kindly note:

- 1) All below prices are Debit Order signup only.
- 2) If you choose EFT or Cash Payment method an additional R50 p/m admin fee will be added to below prices.
- 3) If your debit order bounce for what ever reason, we charge a R150 bank/reconnection fee.

I understand and agree hereto

C-Way Wireless Services

Speed	Classic (1:8)	Premium (1:3) <i>(Recommended)</i>	Premium Plus (1:2)* <i>(With failover)</i>
Up to 2Mb	R190 p/m <input type="checkbox"/>	R310 p/m <input type="checkbox"/>	R810 p/m <input type="checkbox"/>
Up to 4Mb	R270 p/m <input type="checkbox"/>	R395 p/m <input type="checkbox"/>	R895 p/m <input type="checkbox"/>
Up to 5Mb	R350 p/m <input type="checkbox"/>	R565 p/m <input type="checkbox"/>	R1065 p/m <input type="checkbox"/>
Up to 6Mb	R410 p/m <input type="checkbox"/>	R645 p/m <input type="checkbox"/>	R1145 p/m <input type="checkbox"/>
Up to 7Mb	R470 p/m <input type="checkbox"/>	R775 p/m <input type="checkbox"/>	R1275 p/m <input type="checkbox"/>
Up to 8Mb	R530 p/m <input type="checkbox"/>	R910 p/m <input type="checkbox"/>	R1410 p/m <input type="checkbox"/>
Up to 10Mb	R585 p/m <input type="checkbox"/>	R1090 p/m <input type="checkbox"/>	R1590 p/m <input type="checkbox"/>
Up to 12Mb	R760 p/m <input type="checkbox"/>	R1125 p/m <input type="checkbox"/>	R1625 p/m <input type="checkbox"/>

* Specific Hardware is required. Please consult with our sales team.





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E-mail address preferences (Optional)

Kindly specify the alias options for your new-email address (in order of preference):

First option:@cway.co.za

Second option:@cway.co.za

Please inform me of any specials and product promotions!

Yes

No

Kindly note:

- 1) 30 Days notification period starting from the next 1st of the month is required on cancellation of hosting and wireless services.
- 2) All equipment remains the property of C-Way Computers when rental option is used. Full access to such equipment should be granted on reasonable notification. This will be arranged for equipment repair and salvage of hardware after cancellation.

Certification of application

I hereby confirm that the attached banking details are correct. I also confirm that I am familiar with and accept the Standard Terms and Conditions of Service of C-Way Computers here to attached and are available at <http://www.c-way.co.za/c-way-terms-and-conditions>.

For the Subscriber

Signed at _____ on this _____ day of _____ 20__

Signature

Full Name

For C-Way Computers

Signed at _____ on this _____ day of _____ 20__

Signature

Full Name

Official Use:

Login name: _____



C-Way Computers Wireless Terms and Conditions of Service

1. **Definitions**
 1. "WISP" means Wireless Internet Service Provider. For the purpose of this agreement it implies "C-Way Computers and any of its agents"
 2. "Agreement" means this Subscriber Agreement and this Terms and Conditions;
 3. "CPE" means Customer Premises Equipment, including the antennas and communication cards, client router, gateways and modems installed at a Subscriber's Premises to send and / or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future enhanced services to the Subscriber.
 4. "High Site" refers to C-Way Computers' mast or tower to which the customer connects.
 5. "LOS" refers to Line of Sight. Clear line of sight to our high sites is necessary to render a satisfactory service to the customer.
 6. "Installation Date" means the date on which C-Way Computers and/or its authorised representative(s) installs the Equipment at the premises of the Subscriber
 7. "Juristic Person" means a company or close corporation and includes a body corporate, partnership, association or trust
 8. "Service" means the service provided by C-Way Computers as detailed in the Subscriber Agreement; and
 9. "Application" means the online or any other written request for initiation/activation of a Service(s) and / or the provision of Good(s), which, when accepted by C-Way Computers, becomes a binding Service Agreement.
 10. "Service Agreement" means these General Terms and conditions and any terms and conditions published on C-Way Computers' website, the Service Application, the Debit Order Instruction, the rental application (if applicable), C-Way Computers' quotations, C-Way Computers' warranty and C-Way Computers' Acceptable Use and Fair Use Policy, all legal policies as published on the C-Way Computers website and all annexures to any of these documents.
2. **Introduction**
 1. The Subscriber agrees to be bound by the terms and conditions contained herein.
 2. This Agreement will commence on the Installation Date and will continue for an uninterrupted period as selected by the Subscriber when completing the Application form attached.
3. **Applications and Initiation**
 1. C-Way Computers will provide the Goods and Services to the Customer as described in an Application or Service Order in terms of the signed Agreement.
 2. C-Way Computers reserves the right to refuse to commence provision of Services based on the Customer's prior conduct.
 3. The Customer consents to C-Way Computers carrying out a credit check on the Customer at any applicable credit bureau and may make the provision of the Goods or Services dependent on its satisfaction with the results.
 4. If the Customer is a juristic person, C-Way Computers may require one or more of its officers to stand surety for the Customer's obligations under this Agreement. Even if the Agreement has commenced, C-Way Computers may withhold to provide the Services until the surety has been signed.
 5. Depending upon the Service provided, C-Way Computers may be obliged under RICA to obtain certain information and documents from the Customer, and C-Way Computers may withhold or suspend providing Services until the Customer has provided the necessary information and/or documents to C-Way Computers.
 6. With the prior written permission of C-Way Computers which can be withheld at any time and for any reason, the Customer may be entitled to migrate or convert to any other service offered by C-Way Computers from time to time provided that –
 - a. any charge levied by C-Way Computers in respect thereof has been paid; and
 - b. all relevant documents required by C-Way Computers have been signed by you indicating acceptance of any terms and conditions applicable thereto.
 7. If the Customer has not complied with a requirement set out in clause 3, C-Way Computers may delay providing the Goods or Services until the Customer has complied. If the Customer does not comply within a reasonable period, C-Way Computers may terminate the Agreement and will not be liable for any damage that the Customer may suffer as a result.
 8. Customers and potential Customers must familiarise themselves with the content of these documents, which are incorporated by reference into these Terms and Conditions.
4. **Customer's Obligations**
 1. The Customer confirms that all statements made to C-Way Computers are true and correct. C-Way Computers reserves the right to request proof of any facts or claims. The Customer also commits to providing C-Way Computers with necessary information required in the provision of the selected Services, and (where applicable) consent to the use or sharing of this information with 3rd parties to comply with regulatory conditions (such as Domain Registration Listings) within the guidelines of applicable privacy legislation.
 2. C-Way Computers reserves the right to request verification of the identity of the Primary Account Holder. Failure to produce such verification could result in summary suspension or cancellation of the product(s) and Services.
 3. The Customer (or the Customer's agent) certifies that the Customer is above the age of 18 years, has full contractual capacity and, in the case of an agent, is duly authorised by the Customer to contract on the Customer's behalf.
 4. C-Way Computers' website and attached systems, are designed to facilitate reasonable use of the C-Way Computers products and Services. C-Way Computers reserves the right to suspend or terminate users who are improperly using features of the systems to avoid billing, shaping, suspension or any other system controls, or exploit bugs or limitations in the system design to effect avoidance of system controls or commit crimes. C-Way Computers reserves the right to deem such an activity as "unreasonable exploitation of the system" and will take appropriate action based on the circumstances and severity of the incident(s).
 5. If the Customer engages in behaviour that is to be considered offensive to C-Way Computers or its staff, C-Way Computers reserves the right to suspend or terminate the Customer's Services, irrespective of the form and medium of this abuse. See Section 6 below.
 6. In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
5. **Supply use and installation of CPE/Rental Option and related Services**
 1. The Subscriber shall be responsible for obtaining all necessary approvals and authorisations from any competent authority or body and required for the purpose of any such supply and/or delivery and/or installation and the Subscriber hereby indemnifies C-WAY COMPUTERS against any claim or liability suffered by C-WAY COMPUTERS by reason of such approval and authorisation not having been obtained.
 2. By taking the Rental option it is understood that all equipment, CPE, Cabling, and router, remains the property of C-Way Computers and will be collected upon the cancellation and completion of the notification period as set out in this agreement.
 3. If any CPE is lost, stolen or damaged other than natural disasters, the Subscriber shall immediately notify C-WAY COMPUTERS in writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such CPE. C-WAY COMPUTERS shall as soon as reasonably possible replace the CPE. The cost of this replacement equipment shall be for the Subscriber's account. All risk of loss, theft, destruction or damage to the CPE as a result of the Subscriber's negligence or while the CPE is installed at the Subscriber premises, shall vest in the Subscriber
 4. Any of the stipulations as in Clause 5.3 shall in no way be deemed to constitute a termination of this Agreement which shall continue to be of full force and effect until cancellation and completion of the notification period as set out in this agreement. The Subscriber hereby warrants and undertakes in favour of C-WAY COMPUTERS that the Subscriber:
 - a. Shall not use nor allow the 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 Services.
 - b. Shall only use the CPE provided by C-WAY COMPUTERS and comply with relevant legislation and regulations imposed by a competent authority and all directives issued by C-WAY COMPUTERS relating to the use of the CPE and the provision of Services.
 - c. Recognises that no right, title or interest in the software contained in the CPE issued to the Subscriber vests in the Subscriber.
 5. Shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE. The CPE must be used in accordance with C-WAY COMPUTERS or the manufacturer's instructions, as the case may be. Other services or equipment provided to the Subscriber by a third party are subject to the third party's terms and conditions.
 6. C-WAY COMPUTERS shall, for the duration of the agreement and at its sole discretion, upgrade and/or replace CPE installed at the Subscriber's premises from time to time.
 7. Rental equipment cannot be purchased. Should you wish to buy the equipment, even immediately after a rental agreement was signed, the full package price will apply. Paying in the difference between the Rental installation fee and the full package is not possible due to warranty restriction we provide on new equipment.
 8. Should payment not be made in terms of this agreement, the rental equipment will be removed from the premises within a month from initial suspension as this constitute breach of contract by the subscriber.
6. **Conduct and C-Way Computers Brand**
 1. Customers will be held accountable for their conduct towards C-Way Computers staff and in the public domain with regard to allegations or malicious conduct directed towards C-Way Computers or its staff.
 2. Abusive behavior, including (but not limited to) aggression, offensive language (cursing) or conduct, including threats or any type of intimidation on a forum or directed at C-Way Computers or its staff will be deemed abusive and will not be tolerated. Such conduct may constitute an acceptable use and fair policy violation and C-Way Computers reserves the right to suspend or terminate Services to a Customer in such cases.
 3. Customers using public platforms to spread false allegations, unreasonably or maliciously diminish the reputation or the public perception of the C-Way Computers brand, may have their Services suspended or terminated, depending the severity and circumstances of the incident(s), and may also be regarded as contrary to the acceptable and fair usage policy as well as a contravention of this Terms and Conditions of Service.
7. **Availability of Services**
 1. C-Way Computers cannot guarantee the provision of the requested Service upon the receipt of an Application.
 2. Provision of the Service is subject to C-Way Computers confirming that it is technically feasible to do so.
 3. Potential customer should confirm the availability of LOS (Line of Sight) for their particular location prior to purchasing or ordering any Wireless or Internet services or hardware from C-Way Computers. C-Way Computers makes no warranty as to the LOS without a physical site visit by a Company representative.
 4. Customers will be notified after LOS has been conducted if service will be available.
8. **Payment Terms**
 1. Unless otherwise agreed to in writing, billing for the Service, and where applicable the Installation and Equipment, will commence on the Installation Date.
 2. Our billing cycle runs from the first day of the month until the last day of the month regardless of the time of signup and debit order date.
 3. C-Way Computers only accepts payment via Debit Order for month to month services, and will only accept alternative payment under specific circumstances and only by prior arrangement at C-Way Computers' discretion.
 4. The Subscriber understands that the prices advertised in brochures and on the Company Website or electronic media, is therefore subject to Debit Order signup only. EFT and Cash payments attracts different prices as stipulated on the Application form.
 5. The Subscriber agrees to pay timeously all amounts due in terms of the Agreement.
 6. All internet services are pre-paid and not postpaid regardless of usage. Not using the internet will by no means stop payment obligations as set out in this agreement.
 7. For EFT or Cash paying customers, all subsequent Internet Bandwidth and access to Internet charges will be paid on or before the FIFTH day of each subsequent month following the Connection date and in advance without interruption what so ever(C-Way Computers has committed to pay its bandwidth fees in advance and therefore requires all Internet Services to be paid in advance by all Subscribers). It will be the responsibility of the subscriber to send to us the proof of payment to accounts@c-way.co.za before the due date to avoid possible interruption of internet services.
 8. Unpaid Debit Orders or any other irregularity regarding payment may result in immediate suspension of Services (which may not be limited to the particular Service in question). C-Way Computers retains the right to suspend any Services for non-payment, and to withhold such Services until all arrears are settled in full on any and all products and Services.
 9. C-Way Computers reserves its rights to change its prices at any time on reasonable notice, which will not be less than 30 days, as per the minimum term of a month to month agreement.



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10. C-Way Computers may charge an Admin Fee for failed or returned payments, regardless of method of payment or the reason for non-payment. Such Admin Fees are payable immediately and in conjunction with the outstanding fees which resulted in non-payment. Admin Fees will be calculated on a sliding scale based on the number of incidents of non-payment on the Customer's payment record. Non-payment of Admin Fees will be considered non-payment and will be subject to the same terms. Once levied, Admin Fees are not recoverable or reversible, regardless of whether payment is made within the prescribed period.
 11. If the Customer's Services are suspended or terminated for any reason, including non-payment, C-Way Computers may charge a Reconnection Fee for subsequent reactivation of services. Reconnection Fees are payable in full before any services can be reactivated, once suspended. C-Way Computers may charge multiple reconnections Fees where multiple products are affected and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice C-Way Computers' right to enforce such penalties in full at any time (within C-Way Computers' discretion).
 12. In cases of suspension of Services due to non-payment, C-Way Computers reserves the right to levy both a Reconnection Fees and an Admin Fee. Any and all penalty fees must be settled in full, prior to reconnection of affected services.
 13. In the case of billing disputes, the onus is upon the Customer to raise such disputes in good time to prevent interruption of services while the billing is in dispute. Reparations will be made to Customers with successful disputes by means of an account credit or refund, at C-Way Computers' discretion.
 14. **C-Way Computers reserves the right to terminate services where a Customer has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods.** The conditions of termination will be based on guidelines determined at C-Way Computers' discretion and may vary. The means and terms of termination will be determined at C-Way Computers' discretion. Notice of termination will be provided to the best of C-Way Computers' ability, but C-Way Computers will not be held liable for claims or requests for further provision of services once a Customer's services have been terminated due to non-payment.
 15. The Client shall not be entitled to withhold any payment for any reason whatsoever and neither shall the Client be entitled to claim a remission of subscriber fees.
 16. To the fullest extent permitted by law, all amounts due and payable, in terms of the Agreement, shall be paid free of exchange, and without deduction or set-off, and shall be paid by way of a direct debit order in favour of C-Way Computers (drawn against an existing banking account nominated by the Subscriber), or in such other manner as C-Way Computers may from time to time determine.
 17. The Subscriber agrees that C-Way Computers will be entitled and authorised to draw all amounts payable in terms of the Agreement from the account specified by the Subscriber (or any other bank or branch to which it may be transferred).
 18. Unless otherwise agreed to in writing, the debit order authorisation will commence on the Installation Date and will continue, and not be revoked, until termination of the Agreement or until such time as all amounts due and owing to C-Way Computers have been fully and finally discharged. Furthermore, the debit order authorisation will be collected at the agreed date every month as selected by the Subscriber on the Application form and Bank Mandate. This will continue each subsequent month, to collect any amounts due.
 19. The interest will be calculated from the due date of payment to the date of actual payment, both days inclusive, and will be compounded monthly in arrears. The Customer agrees and undertakes to pay the interest.
 20. The Subscriber agrees to sign all such forms and to do all such things as may be necessary to give effect to the debit order as contemplated in clause 18 above or otherwise.
Should the Subscriber fail to pay any amount on the due date stipulated for payment then C-Way Computers may, without prejudice to any of its other rights and remedies:
Take all such further steps as may be necessary to recover the outstanding amount from the Subscriber, including without limitation the use of debt collection mechanisms; or
Subject to clause 18, terminate this Agreement with immediate effect
9. **Termination of Service Agreement**
1. Where the Subscriber is a natural person, the Subscriber may cancel the Agreement with a **30 Days notification period starting from the next 1st of the month for cancellation of hosting and wireless services.** written notice to C-Way Computers, subject to clause 5.2 hereof.
 2. C-Way Computers may cancel the Agreement –
 - a. Where the Subscriber is a natural person – with a **30 Days notification period starting from the next 1st of the month** written notice subject to clause 9.5 hereof. In the case where the Subscriber cancels this Agreement as contemplated in clause 1 the Subscriber will remain liable for all outstanding amounts due and owing up to the end of the cancellation notification period of cancellation.
 - b. In the event of termination, the Subscriber shall remain liable for the outstanding fees regardless of usage. Customers are invoiced on pre-paid basis and outstanding fees are payable regardless of subsequent termination of services.
 3. Any notice to C-Way Computers by the Subscriber for cancellation in terms of the Agreement shall be made in writing and be send to accounts@c-way.co.za, or cancel@c-way.co.za, or handed in at our office if written by hand. C-Way Computers will confirm receive of cancellation. If confirmation of receiving of cancellation has not been received by customer, the customer must confirm with our office if cancellation was received. Unless confirmed by us, cancellation is presumed not to be initiated by the customer and service will continue as normal.
 4. C-Way Computers reserves the right to remove the CPE when the contract is ended or suspended. The Subscriber agrees to give access to such equipment belonging to C-Way Computers and by no means may refuse the removal of such.
 5. C-Way Computers may, subject to this Agreement or the acceptable use and fair usage policy, suspend or terminate services of a Customer in its absolute discretion by providing email notice if:
 1. the Customer commits a serious or repeated breach of the Agreement or the Customer engages in any conduct which in C-Way Computers' opinion would have a negative impact on C-Way Computers, other Customers or C-Way Computers' staff or is detrimental to the welfare, good order or character of C-Way Computers; or
 2. Any part of the Customer's Fees is not paid in full when due; or
 3. The information the Customer supplied to C-Way Computers is found to be incorrect or false;
 4. C-Way Computers reasonably thinks that the Customer's use of the Services may result in the commission of a crime or is otherwise unlawful.
 5. C-Way Computers reserves the right to affect such suspension or termination without notice, depending on the severity of the breach, but will undertake to inform Customers where possible. Upon such suspension or termination, such Customers:
 1. Will not be eligible for reimbursement / compensation, unless at C-Way Computers' discretion;
 2. May be further barred from signing up for any services with C-Way Computers in the future;
 3. May be reported to governing bodies, such as ISPA, for listing purposes;
 4. May be listed with applicable authorities and credit bureaus.
 5. The period of suspension will be that which is reasonable under the particular circumstances that gave rise to the suspension.
10. **Indemnity**
1. The Subscriber hereby unconditionally and irrevocably indemnifies C-Way Computers and agrees to hold C-Way Computers harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by C-Way Computers as a result of any claim instituted against C-Way Computers by a third party (other than the Subscriber) as a result of (without limitation):
 1. The Subscriber's use of the Equipment for a purpose other than that permitted and/or prescribed in terms of the Agreement;
 2. Any other cause, whatsoever, relating to the Agreement where the Subscriber has acted wrongfully, negligently or failed to act when he/she/it had a legal duty to do so.
11. **Limitation of liability**
1. Save to the extent otherwise provided for in the Agreement or where the Subscriber is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, C-Way Computers does not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.
 2. In addition to, and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, C-Way Computers shall not be liable to the Subscriber for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that C-Way Computers is liable to the Subscriber for any damages, C-Way Computers' liability to the Subscriber for such damage, howsoever arising, shall be limited to the amounts paid by the Subscriber under the Agreement in consideration for a service or product during the duration of this agreement in respect of the service or product which gave rise to the liability in question.
 3. C-Way Computers shall not be liable to the Client for any costs, damages or losses incurred or sustained by the client and arising from any defect in the operation of the Network, or the suspension of operation of the system. In no event will C-Way Computers be liable for any incidental or consequential loss or damages resulting from any failure or suspension of operation of the Network, or interference with the service.
12. **Notices**
- All requests by the Customer for the provisioning, modification or termination of Services, and for modification of contact and other personal information must be made via accounts@c-way.co.za and C-Way Computers reserves the right to ignore any such request made in any other manner.
- The Parties choose their addresses where they will accept service of any notices/documents for all purposes arising from this Agreement (domicilium citandi et executandi):
- In the case of C-Way Computers:
info@c-way.co.za
22A Prinses St,
Standerton, Mpumalanga, 2430
- And in the case of the Customer, the addresses set out in the most recent Application Form agreed to between the Parties.
Either Party may vary its domicilium address or other contact details by notifying the other Party in writing.
- Any notice given in terms of this Agreement must be in writing and any notice given by any Party to another ("the addressee") which:
is delivered by hand will be deemed to have been received by the addressee on the date of delivery; or
is transmitted by email will be deemed to have been received upon confirmation of receipt (not automated receipt) thereof by the addressee;
any notice that C-Way Computers sends by email to an email account hosted on the C-Way Computers System by the Customer will be deemed to have been received by the Customer on the date of transmission; and
if a written notice or communication is actually received by one of the Parties from the other, this will be adequate written notice or communication to that Party.
13. **Interest**
- If any amount due to C-Way Computers is not paid by the fifth of every month in terms of this contract, irrespective of the cause thereof, C-Way Computers shall be entitled, without prejudice to any other rights that it may have to charge interest on any other arrears or unpaid amount at the rate of 2% (Two percent) above the prime rate of interest and shall be calculated on the amount unpaid from the date it became overdue until the date of actual payment thereof and shall be calculated and capitalized monthly in advance.
14. **Costs**
- The Client shall on demand pay all expenses actually incurred by C-Way Computers either on behalf of the client or as a result of the client's non-compliance with any provisions of this contract, including tracing costs, all legal costs calculated on the scale as between attorney and its own client on the wider basis.
15. **Suspension/Disconnection/Re-Connection**
1. Reconnection of Services may be subject to a waiting period of up to 48 hours, at C-Way Computers' discretion, regardless of when payment is received or cleared. Reconnection is subject to a reasonable connection fee.
 2. C-Way Computers may without notice suspend the service and/or disconnect the subscriber from the network during the period of a technical failure or modification of the network; or if the client commits a breach of any terms of this Agreement, including but not limited to the monthly prepaid obligation, or if the client does or omits to do anything which in the reasonable opinion of the C-Way Computers, jeopardises or impairs the quality of the network. If such is occasioned by an act of omission of the Client or related Subscribers, the Network Operator shall have the right to levy a reconnection charge. This charge at time of this agreement is R150 per reconnection. Reconnection fee applies for both Debit order customers and EFT or Cash Customers.



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16. Connection Faults, connection quality and repairs

C-Way Computers will be entitled to assume that the wireless link to a Customer is in good working order until such time as the Customer advises C-Way Computers Support of any problems, service breaks, or poor quality of the service.

Any faults or service interruption or lack in service quality, should be reported via one of the channels available on the C-Way Computers website, the mobile App or by contact or limited hours support services via our support number. During office hours the branch office of C-Way Computers should be contacted directly to report any faults.

The provider will attend to faults reported by the Customer during office hours and the relevant party will apply its reasonable endeavours to have the service restored in the shortest possible time.

If the Provider determines that the reported fault was caused by the Customer, the Customer shall be liable for payment of the relevant call-out charge as stipulated by the Provider from time to time.

17. Upgrades, Downgrades

1. Because C-Way Computers render a pre-paid service, and such buy pre-paid services from upstream providers downgrade of Line Speeds must be accompanied by a 30-Day notification period.
2. Upgrades are immediately available and pro-rata for the rest of the month will be calculated.

18. Cession and Delegation

The Subscriber may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of their rights and obligations, under and in terms, of the Agreement without the prior written approval of C-Way Computers. C-Way Computers shall be entitled to sell, cede, assign, delegate, alienate, dispose of or transfer any or all of its rights and obligations, under and in terms, of the Agreement to any of its Affiliates or to any third party without the Subscriber's consent and without notice to the Subscriber. "Affiliates" for this purpose includes C-Way Computers' holding company, the holding company(ies) of C-Way Computers' holding company (collectively "its holding companies"), its subsidiaries, subsidiaries of its holding companies and any other companies which are directly or indirectly controlled by C-Way Computers or are under common control with C-Way Computers.

19. Jurisdiction

The parties hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may arise out of the Agreement, provided that C-Way Computers shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, the Subscriber consents to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded.

20. Amendment of the Agreement

C-Way Computers reserves the right to amend the Agreement, including its charges, from time to time on written notice to the Subscriber, which notice may be sent by email to the Subscriber and/or which notice may be effected by publishing any new version of the Agreement on our C-Way Computers' website together with the date on which it will become effective, which will (save as otherwise provided for herein) if reasonably possible, at least be 30 days after the date on which it is first published.

21. Terms Subject to Change

1. C-Way Computers may amend the General Terms and Service Terms at any time. The amended versions will be posted on the C-Way Computers Website. It is the responsibility of the Customer to keep itself informed of the latest version of the general terms and conditions by accessing the C-Way Computers Website on a regular basis.
2. C-Way Computers will give at least one calendar month notice for the amendments or fee change, which will become effective at the beginning of the first calendar month after the notice period has expired.

22. General & Interpretation

1. Subject to C-Way Computers' right to amend the Agreement described elsewhere in this Agreement, the parties acknowledge and agree that the Agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of the Agreement not incorporated in the Agreement shall be binding on the parties. Unless otherwise provided herein, no changes or cancellation of the Agreement by the Subscriber will be binding on any of the parties unless recorded in writing and signed by both parties.
2. The Subscriber agrees that any notices C-Way Computers sends to the Subscriber in terms of any agreement concluded between the parties may be sent via email unless otherwise prescribed by law.
3. No indulgence, leniency or extension of time which C-Way Computers may grant or show to the Subscriber shall in any way prejudice C-Way Computers or preclude C-Way Computers from exercising any of its rights in the future.
4. The Subscriber warrants that as at the date of signature of the Subscriber Agreement, all the details furnished by the Subscriber and C-Way Computers are true and correct and that the Subscriber will notify C-Way Computers in the event of any change to such details.
5. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.
6. The signatories acting in representative capacities warrant that they are authorised to act in such capacities and accept personal liability under this Agreement should they prove not to be so authorised.
7. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.
8. The laws of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties' consent to the jurisdiction of the courts of Republic of South Africa in this regard.
9. Unless otherwise agreed:
 1. Billing will commence on the date that Service provision commences. Partial months will be charged pro rata.
 2. Services are billed in advance and all invoices must be paid by the Customer in advance.
 3. Any Services invoiced in arrears are payable on presentation of invoice.
 4. All Fees and other amounts payable as per the invoice include VAT.
10. Interest will be charged on any amount that remains unpaid by the Customer beyond the due date of payment:
11. The interest rate will be 2% (two percent) above the prime overdraft rate.
12. The prime overdraft rate will be as charged by C-Way Computers' bankers at the time, which will be evidenced by a certificate issued by any manager of that bank, whose authority it shall not be necessary to prove.





C-Way Computers

PO Box 4137, 22a Prinses St. Standerton, 2430
Tel 017 7125090, Fax 017 7121463

Reg: CK98/29909/23
VAT Reg: 4350176725



C-Way Computers CC t/a C-Way Computers

Authority and Mandate for payments Instruction: Electronic and Written Mandates

Given by (name of Accountholder) _____

Address _____

Bank _____

Branch and Code _____

Account Number _____

Type of Account _____ Current (cheque) / Savings / Transmission

Amount _____

Date _____

Contact Number _____

Abbreviated Name as Registered with the Bank: **CWAYCOMPU**

This signed Authority and Mandate refers to our contract dated ("the Agreement"). _____
I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned 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 _____ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above, or by email to: accounts@c-way.co.za.

The individual payment instructions so authorised to be issued must be issued and delivered on the following date of the month: _____ (**Choose between 1st, 15th, 23rd 25th 28th or 30th**).

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the preceding ordinary business day.

Payment Instructions due in December may be debited against my account on _____

I / We understand that the withdrawals hereby authorized 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 number, 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.

Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have 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 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 at _____ on this _____ day of _____

(Signature as used for operating on the account)

(Assisted by)

Agreement reference number is _____