



13 Waterberg Avenue

Caters Glen

Kimberley

Contact Number: 053 861 4692

Emergency Number: 082 331 1022

Fax Number: 086 611 5463

Email Address: office@iclixnc.co.za

CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR A COMPANY

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

Necessary Documents	Tick Yes/No
Each and every page initialed in bottom right hand corner	
Copy of Company Registration Certificate CK1 / CK2 or CM1 / CM2	
Copy of signatory's ID	
Copy of ID's for all directors	
Copy of Company Letterhead and Company Profile	
Proof of Banking details	

CHECKLIST WHEN SUBMITTING THE REGISTRATION FORM FOR PERSONAL USE

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

Necessary Documents	Tick Yes/No
Each and every page initialed in bottom right hand corner	
Copy of proof of address	
Copy of ID	
Proof of Banking details	

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ICLIX NC WI-FI Terms & Conditions

1. Introduction

- 1.1 Iclix NC sells access to its network on a subscription and prepaid basis which facilitates the use of the World Wide Web, electronic mail, FTP and USERNET "access" via a wireless connection for Iclix NC members who enter a valid username & password.
- 1.2 Please note that your use of the service is governed by the terms & conditions set out herein, together with our General Terms & Conditions and other notices under "General" on our Legal Notices Webpage (together "the terms")
Before using the service in any way whatsoever, you must read and ensure your understanding of and unconditional agreement to all of the terms. Use of the service implies your acceptance without modification of all the Terms, will constitute a legal agreement between you and Iclix NC. If you do not agree to all the Terms, you may not use the Service.
- 1.3 Iclix NC reserves the right to update or revise the Terms from time to time on notice to you. The updated revised version of the Terms will be displayed on this website together with the date on which it will become effective. Please check the Terms periodically for changes. Your continued used of the Service following the posting of any changes to the Terms constitutes your acceptance of those changes.
- 1.4 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when use herein, shall bear the same meaning as defined in the General Terms & Conditions.
- 1.5 To the extent that there is any contradiction between the General Term & Conditions and these terms the following order of precedence shall apply (1) these terms (2) the General Terms & Conditions

2. Interpretation

- 2.1 means the service described in 1.1 above;
- 2.2 "Membership Fee' means the fee provided for in clause 5.1 below, as set out in Iclix's standard price list from time to time.

3. Conditions to Access

- 3.1 Iclix NC hereby, with effect from the effective date, grants you access to the Service subject to the Terms
- 3.2 You hereby acknowledge receipt of such access and agree that:
 - 3.2.1 You will use your username and password for your own personal use only;
 - 3.2.2 You will not disclose your username and password to any other person for any reason whatsoever and will maintain the confidentiality thereof;
 - 3.2.3 In the event that your password is compromised, you will immediately notify Iclix NC and change your password;
 - 3.2.4 You will not, at any time, permit and/or initiate a simultaneous network log-in;
 - 3.2.5 You will not attempt to circumvent Iclix's user authentication process or engage in attempts to access Iclix's network where not expressly authorized to do so.
- 3.3 Should you fail to comply with any of the provisions of clause 3.2, you agree to pay Iclix NC immediately, on demand, all costs, loss and/or damages incurred or suffered by Iclix NC as a result of your breach. This may include (without being limited to) the payment of an additional membership fee.

4. Service Availability

- 4.1 Iclix NC will use reasonable endeavors to keep the Service available at all times. However, you agree that Iclix NC shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the Service for any reason whatsoever.
- 4.2 Iclix NC will use its best endeavors to notify you of any maintenance and repairs which may result in the Service being unavailable, but does not warrant that such notices will be given in advance.

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4.3 Neither you nor any other person shall have any claim against Iclix NC for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of or interruption in the service as contemplated in clause 4.1, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibilities of such loss or damages could have been foreseen.

5. Payment

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

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

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

5.4 Should you fail to pay any amount on the due date for payment or should you be in breach of clause 8.5 of the General Terms & Conditions, then, without any prejudice to any other rights Iclix NC may have;

5.4.1 Such amount shall bear interest at the rate of 2% above the prime overdraft rate of Iclix NC's bankers from time to time, calculate from the due date until the date of payment (both dates inclusive) and will be capitalized monthly

5.4.2 Iclix NC shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you shall agree to pay all costs associated with such recovery on an attorney and own client basis.

5.4.3 Iclix NC shall be entitled to, without notice, suspend your access to the service until such time as the outstanding amount has been paid in full (a reconnection fee of R20.00 will be charged to reconnect services) and/or

5.4.4 Iclix NC shall be entitled to terminate this agreement with immediate effect.

5.5 Iclix NC shall, in its sole discretion, be entitled to increase or decrease the Membership Fee at any time. Iclix NC undertakes to give you at least 30 days written notice of any such increase or decrease. Should the amended fee be unacceptable to you, you may terminate this agreement in accordance with clause 8 below, failing which the amended fee shall take effect on the date indicated in the written notice.

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

6. Security

6.1 In order to ensure the security and reliable operation of the service to all Iclix NC members, Iclix NC hereby reserves the right to take whatever action Iclix NC finds necessary to preserve the security and reliability of its network.

6.2 You may not utilize the service in any manner which may compromise the security of Iclix NC's network or tamper with the service or the network in any manner whatsoever

6.3 It is your responsibility to take precautions and provide security measures that are suited to your situation and your intended use of the service and Iclix NC strongly recommends that you take measures to secure your hardware, software and internet communications, whether through the use of virtual private networks, personal firewalls, encryptions or otherwise. Iclix NC does not offer or provide these solutions and therefore cannot guarantee or be held responsible for their effectiveness. This applies for any use of wireless technology via any service provider.

7. User Etiquette and Abusive Behavior

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7.1 You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below. You agree not to;

- 7.1.1 Engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross – posting of unsolicited articles with the same or substantially the same message to recipients that did not request to reserve such messages.
- 7.1.2 Take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service.
- 7.1.3 Use the service to post or transmit anything which is defamatory, discriminating, obscene, offensive, threatening, abusive, harassing, harmful and hateful, or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personal rights.
- 7.1.4 Use the service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters"
- 7.1.5 Use the service in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary of others, including (without being limited to) the transmission of pirated software.
- 7.1.6 Use the service in any manner which could damage, impair, overburden or disable the Service or interfere with any other party's use or enjoyment of the service.
- 7.1.7 Use the Service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended.
- 7.1.8 Cancel any Usenet post other than your own.
- 7.1.9 Repeatedly post gratuitous off the topic postings.
- 7.1.10 Gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the Service to collect or attempt to collect personal information about third parties without their knowledge or consent.
- 7.1.11 Violate the privacy of any person or attempt to gain unauthorized access to the Service or any other network, including (without being limited to) through hacking, password mining or any other means.
- 7.1.12 Use the Service to engage in any illegal or unlawful activity

7.2 Should you engage in any one or more of the above practices, which shall be determined in the Idix NC sole discretion and which decision shall be final, then Iclix NC shall be entitled , without any prejudice to any other rights it may have

- 7.2.1 without notice, suspend your access to the Service
- 7.2.2 Terminate this agreement with immediate effect
- 7.2.3 Bill you for any costs incurred by Iclix NC, including (without being limited to) bandwidth, administration costs, downtime, usage of Iclix's name and CPU cycles
- 7.2.4 Notwithstanding Iclix's privacy policy, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

8. Duration

- 8.1 subject to the provisions of clause 3.8 of the General Terms & Conditions, this agreement will commence on the effective date and will endure for an indefinite period, subject to the right of either party to terminate this agreement at any time by means of one calendar month prior written notice to such effect to the other party. Upon termination of this agreement, any outstanding amounts remain payable and have to be settled within 30 days of termination.

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