

## **Blejmarc Terms of Service:**

Abbreviated Name as Registered by the bank:

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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 date of agreement and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of one calendar month. Cancellation requests can be lodged via email to [cancellations@blejmarc.com](mailto:cancellations@blejmarc.com) - I will ensure that I receive a Cancellations Reference Number and that my Cancellation will only be processed if the latter number has been received.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly on the 1st working day of each month.

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. 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 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 I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.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.

We have read and agree to the Blejmarc Terms of Service available here:  
<http://www.blejmarc.com/terms.html>

I hereby authorize you to engage the services of a Credit collection agency, if outstanding amounts owing to you (Blejmarc) has not been settled by myself within one month.

## Terms of Service: Fibre:

1. All hardware will include a 12 month manufacturer's warranty. Faulty hardware will be swapped out for a once off courier cost of R399 per incident.
2. All Blejmarc Fibre packages are "best-effort" services and Upload and Download speeds cannot be guaranteed.

3. An early cancellation of the contract is allowed but a subscriber will be responsible for an early cancellation penalty.

3.1 Early cancellation penalty fee – A subscriber will be charged 6 x normal monthly subscription and be liable for the full remainder of the hardware cost of R1999 and once off installation cost of R3799 of the contract term.

4. Downgrades and upgrades of Blejmarc Uncapped packages are allowed in and out of contract with a month's notice.

5. Blejmarc Fibre packages will be available on month-to-month and 24 month contracts only

6. Bandwidth caps included in monthly subscription will be replenished on the 1st of every month

6.1 Top-ups can be purchased once on account and thereafter via Credit Card.

6.2 Customers will be billed for the volume of data sent and received.

7. Any unused monthly data shall be forfeited at the end of every calendar month;

7.1 Data may not be carried over to the next calendar month;

8. Should a Customer sign a contract during a month other than on the 1st, the data and the billing will be done pro-rata accordingly for the remaining days of the particular month and the Customer will be billed along with the first full calendar month billing;

9. Add on bundles will be valid for 30 (thirty) days. As an example, should a Customer purchase a Add on bundle on the 25th of July, the Add on bundle will expire on the 24th of August at 23:59;

9.1 Any unused Add on bundle shall be forfeited at 23:59 on the expiry date.

10. Data transfer speeds are not guaranteed and are dependent on network coverage, availability and utilization.

11. Top-up means a pre-paid voucher for additional data that is purchased once a subscriber has reached their data cap/limit

12. Upon reaching the data limit/cap for the month, the Subscriber will be required to top up in order to continue normal service.

12.1 Customer location must be in the service coverage map.

12.2 Customers on an Uncapped account will have unlimited usage with a Fair Usage Policy as per the Blejmarc Terms of Service.

13. Services which are provisioned outside of the coverage area are provisioned at the customer's risk.

14. Failure to adhere to agreed delivery arrangements with the courier company will result in a shipping penalty being charged and cancellation of the contract.

16. Failure of the delivery company to reach the customer in five attempts to make delivery arrangements will result in cancellation of the contract and a service fee of R1499 be billed to the Customer.

16.1 In the event that a cherry picker is required to access a site, this will be for customer's account.

16.2 In the event that equipment has to be swapped out the once off installation and / or decommission fee applicable to the required bandwidth will apply

17. It is the customer's responsibility to fully insure the hardware for theft and damage. The customer is fully liable for the replacement cost of the router if stolen or damaged.

18. The hardware remains the property of Blejmarc at all times. The customer is renting the hardware from Blejmarc. Upon the cancellation of the service, after the initial 24 month period

has lapsed, the hardware must be returned to Blejmarc.

19. The Blejmarc Fibre service is provided as a best effort service. No service guarantees are made.

20. Speeds cannot be guaranteed and is provided as a best effort service.

#### Terms of Service: LTE-A:

1. All hardware will include a 12 month manufacturer's warranty. Fault hardware will be swapped out for a once off courier cost of R399 per incident.

2. All Blejmarc LTE-A packages are "best-effort" services and Upload and Download speeds cannot be guaranteed.

3. An early cancellation of the contract is allowed but a subscriber will be responsible for an early cancellation penalty.

3.1 Early cancellation penalty fee – A subscriber will be charged 6 x normal monthly subscription and be liable for the full remainder of the hardware cost of the contract term.

4. Downgrades and upgrades of Blejmarc LTE-A packages are allowed in and out of contract with a month's notice.

5. Blejmarc LTE-A packages will be available on month-to-month and 24 month contracts only

6. Bandwidth caps included in monthly subscription will be replenished on the 1st of every month

6.1 Top-ups can be purchased once on account and thereafter via Credit Card.

6.2 Customers will be billed for the volume of data sent and received.

7. Any unused monthly data shall be forfeited at the end of every calendar month;

7.1 Data may not be carried over to the next calendar month;

8. Should a Customer sign a contract during a month other than on the 1st, the data and the billing will be done pro-rata accordingly for the remaining days of the particular month and the Customer will be billed along with the first full calendar month billing;

9. Add on bundles will be valid for 30 (thirty) days. As an example, should a Customer purchase a Add on bundle on the 25th of July, the Add on bundle will expire on the 24th of August at 23:59;

9.1 Any unused Add on bundle shall be forfeited at 23:59 on the expiry date.

10. Data transfer speeds are not guaranteed and are dependent on network coverage, availability and utilization.

11. Top-up means a pre-paid voucher for additional data that is purchased once a subscriber has reached their data cap/limit

12. Upon reaching the data limit/cap for the month, the Subscriber will be required to top up in order to continue normal service.

12.1 Customer location must be in the service coverage map.

13. Services which are provisioned outside of the coverage area are provisioned at the customer's risk.

14. Failure to adhere to agreed delivery arrangements with the courier company will result in a shipping penalty being charged and cancellation of the contract.

16. Failure of the delivery company to reach the customer in five attempts to make delivery arrangements will result in cancellation of the contract and a service fee of R1499 be billed to the Customer.

16.1 In the event that a cherry picker is required to access a site, this will be for customer's account.

16.2 In the event that equipment has to be swapped out the once off installation and / or decommission fee applicable to the required bandwidth will apply

17. It is the customer's responsibility to fully insure the hardware for theft and damage. The customer is fully liable for the replacement cost of the router if stolen or damaged.

18. The hardware remains the property of Blejmarc at all times. The customer is renting the hardware from Blejmarc. Upon the cancellation of the service, after the initial 24 month period

has lapsed, the hardware must be returned to Blejmarc.

19. The Blejmarc LTE-A service is provided as a best effort service. No service guarantees are made.

20. Speeds cannot be guaranteed. Speed is reliant on many factors such as coverage and distance from base station.

21. Whether you achieve LTE or LTE-A coverage cannot be guaranteed. LTE-A is reliant on many different factors, including but not limited to: Signal coverage; Router used (eg. Huawei B315 is an LTE router and Huawei B618 is an LTE-A router)

22. The mobile networks determine the pro-rata amount billed and associated cap loaded. You will not receive your full cap allocation if a pro-rata amount is paid. The mobile networks do not work the cap out on a strict 1:1 ratio for the 1st month of service. You will only receive your full cap allocation from the 1st day of your 2nd month.

23. Uncapped LTE from Blejmarc adheres to the following FUP: FUP - Up to 12Mbps until 200GB, then up to 6Mbps until 350GB, then up to 3Mbps for the rest of the month - resets on 1st of each month

24. The 6 Month contract option offers a FREE month (the month you place the order in) and FREE delivery and can be cancelled before the contract has expired. However, a penalty of R1499 will be levied if: 1. The account is cancelled before the 6 Month period has lapsed. 2. If the account is Unpaid and not settled within 48 hours.