CLEAR ACCESS (PTY) LTD

Registration number 2010/013496/07

WEBSITE TERMS OF USE

Version v1.0

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Fibre coverage websites run by Clear Access for its partner fibre network operators

Published at /legal/terms on every Clear Access coverage website

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1. ABOUT THESE TERMS

1.1 These terms of use (**'Terms'**) apply to your use of the fibre coverage websites that Clear Access (Pty) Ltd (**'Clear Access'**, **'we'**, **'us'** or **'our'**) runs for its partner fibre network operators (each a **'Coverage Website'**), whichever operator's name and logo is shown on it.

1.2 By using a Coverage Website you agree to these Terms. Before you submit an Order Request, you will be asked to confirm that you accept these Terms by ticking a box. If you do not agree to these Terms, please do not use the Coverage Website.

1.3 The version of these Terms that you accepted is recorded with your Order Request, together with the date and time of your acceptance.

1.4 Our privacy notice, available at /legal/privacy-notice, explains how we collect, use and protect personal information. Please read it together with these Terms.

1.5 If you have any questions about these Terms, please contact us (clause 17).

2. MEANINGS OF WORDS

2.1 In these Terms:

2.1.1 **'Business Enquiry'** means a request, submitted through a Coverage Website, for Clear Access to contact a business about connectivity services;

2.1.2 **'CPA'** means the Consumer Protection Act 68 of 2008;

2.1.3 **'ECTA'** means the Electronic Communications and Transactions Act 25 of 2002;

2.1.4 **'ISP'** means an internet service provider whose packages are shown on a Coverage Website;

2.1.5 **'Network Operator'** means a licensed electronic communications network operator that owns or operates a fibre network;

2.1.6 **'Order Request'** means a request, submitted through a Coverage Website, for an ISP's package at an address;

2.1.7 **'Other Network'** means a fibre network that is not a Partner Network; and

2.1.8 **'Partner Network'** means a fibre network on which Clear Access provides wholesale services to ISPs, including the networks of its partner Network Operators.

3. WHO RUNS THE COVERAGE WEBSITES

3.1 Clear Access runs the Coverage Websites on behalf of its partner Network Operators, whose names and logos appear on them. Clear Access is responsible for the Coverage Websites and for these Terms.

3.2 Our details are:

3.2.1 full name and legal status: Clear Access (Pty) Ltd, a private company;

3.2.2 registration number: 2010/013496/07, registered in the Republic of South Africa;

3.2.3 physical address, which is also our address for the service of legal documents: 26 Victoria Link, Route 21 Business Park, Centurion, 0178;

3.2.4 email: info@clearaccess.co.za; telephone: 012 941 4000;

3.2.5 website: https://www.clearaccess.co.za;

3.2.6 managing director: Jaco Minnaar;

3.2.7 licensing: licensed by ICASA (the Independent Communications Authority of South Africa); and

3.2.8 PAIA manual: www.clearaccess.co.za or available on request.

4. USING THE COVERAGE WEBSITES

4.1 You may use the Coverage Websites free of charge, and you do not need an account to do so.

4.2 You must be 18 (eighteen) years or older to submit an Order Request or a Business Enquiry.

4.3 The information you give us must be true, complete and your own, or you must be authorised to give it. If you submit a Business Enquiry, you confirm that you are authorised to do so on behalf of the business.

5. COVERAGE RESULTS ARE AN INDICATION ONLY

5.1 Coverage results are based on network coverage information. They may be inaccurate, incomplete or out of date.

5.2 A coverage result indicates that a service may be available at an address. It is not a promise, guarantee or confirmation that a service is available or can be installed. Whether a service can be installed, and when, is confirmed only by the ISP and the Network Operator.

6. ORDER REQUESTS ARE NOT CONTRACTS

6.1 An Order Request is a request for the ISP you choose to contact you. Submitting an Order Request does not bind you, the ISP, the Network Operator or Clear Access to anything.

6.2 Whether and when a contract for the service comes into existence, and its terms, are determined by the ISP's terms. Installation takes place only after the ISP has confirmed your order. Your contract for the service is with the ISP, not with Clear Access or the Network Operator.

6.3 Where an ISP has published its own terms and conditions and privacy notice on the Coverage Website, you will be asked to accept them separately before you submit your Order Request. The ISP's terms apply to its service. Clear Access is not a party to them.

6.4 You are not asked to accept separate terms from the Network Operator. The ISP deals with the terms of your service.

6.5 The ISP is responsible for contacting you, for any verification that the law requires, and for installation arrangements, billing, support and complaints about its service.

6.6 Your rights under the CPA and ECTA in respect of the ISP's service, including any right to cancel, are not affected by these Terms.

7. PRICES AND PACKAGES

7.1 Prices, packages, speeds and other details shown on a Coverage Website are supplied by the ISPs. Prices are shown including VAT, as supplied by the ISP.

7.2 ISPs may change their prices and packages at any time. If the price or package that the ISP confirms to you is different from what was shown on the Coverage Website, you are not obliged to go ahead with your order.

7.3 Clear Access may receive fees from ISPs and Network Operators for its services. This does not affect the prices shown.

8. OTHER NETWORKS AND LISTED PROVIDERS

8.1 Some addresses are on Other Networks. On Other Networks we show only the packages of ISPs that have chosen to list them with us. We do not have prices for every ISP, and other ISPs may also offer a service at the address.

8.2 Where more than one ISP is shown for the same network, the ISPs are shown in a random order. Clear Access does not recommend or endorse any ISP.

8.3 On an Other Network, we send your Order Request only to the ISP you choose. Clear Access has no agreement with the Network Operator of an Other Network and does not arrange the installation.

9. BUSINESS ENQUIRIES

9.1 A Business Enquiry is a request for Clear Access to contact the business. It does not oblige the business or Clear Access to conclude any agreement. Any services will be provided only under a separate written agreement.

10. ACCEPTABLE USE

10.1 The following actions are prohibited and you may not:

10.1.1 use robots, scrapers, crawlers or any other automated means to access, copy or extract coverage results, prices or other content from a Coverage Website;

10.1.2 submit a false, misleading or test Order Request or Business Enquiry, or submit one in another person’s name without that person’s authority;

10.1.3 interfere with or overload a Coverage Website or our systems, attempt to gain unauthorised access to them, or bypass any security measure or submission limit;

10.1.4 introduce any virus or other harmful code; or

10.1.5 use a Coverage Website for any unlawful purpose.

10.2 We may limit the number of Order Requests or Business Enquiries that can be submitted from a device, network or address within a period of time. We may block access or decline a submission that we reasonably believe breaches this clause 10.

11. INTELLECTUAL PROPERTY

11.1 The content and software of the Coverage Websites belong to Clear Access or its licensors. The names, logos and trade marks of Network Operators and ISPs belong to them and are used with their permission.

11.2 You may view and print pages of a Coverage Website for your own personal, non-commercial use. Nothing in these Terms gives you any other right to use our content or the names, logos or trade marks of any Network Operator or ISP.

12. PERSONAL INFORMATION

12.1 Our privacy notice at /legal/privacy-notice, and the short notice shown on the order form, explain how personal information submitted through a Coverage Website is used, who receives it, how long it is kept and what your rights are.

13. THIRD-PARTY SERVICES AND LINKS

13.1 The Coverage Websites use Google Maps. Your use of the map and address search is subject to the Google Maps / Google Earth Additional Terms of Service (https://maps.google.com/help/terms_maps/) and the Google Privacy Policy (https://policies.google.com/privacy).

13.2 A Coverage Website may contain links to the websites or documents of ISPs, Network Operators or others. Clear Access is not responsible for their content.

14. AVAILABILITY

14.1 We will use reasonable efforts to keep the Coverage Websites available and working properly, but we do not guarantee that they will always be available or free of errors. We may change, suspend or withdraw any part of a Coverage Website.

15. LIMITATION OF LIABILITY

15.1 Nothing in these Terms limits any right you have under the CPA or any other law that cannot be limited by agreement, or limits our liability for loss caused by our gross negligence, wilful misconduct or fraud.

15.2 Subject to clause 15.1, Clear Access is not liable for any loss or damage arising from:

15.2.1 inaccurate, incomplete or out-of-date coverage results, prices or package information supplied by Network Operators or ISPs, or derived from network coverage information;

15.2.2 any act or omission of an ISP or Network Operator, including a decision not to accept an order, a delay in installation, or the quality or availability of its service;

15.2.3 a Coverage Website being unavailable, or an Order Request or Business Enquiry not being delivered, because of a cause beyond our reasonable control; or

15.2.4 any indirect or consequential loss.

16. CHANGES TO THESE TERMS

16.1 We may update these Terms from time to time. Each version has its own version number and date, and the current version is always available at /legal/terms on every Coverage Website.

16.2 The version that was current when you submitted an Order Request applies to that Order Request. Earlier versions remain available at their own address, for example /legal/terms/v1.0.

17. QUESTIONS AND COMPLAINTS

17.1 Questions or complaints about a Coverage Website or these Terms may be sent to info@clearaccess.co.za. Questions about personal information should be sent to our Information Officer, as set out in our privacy notice.

17.2 Complaints about an ISP's service should first be made to the ISP. If the ISP does not resolve your complaint, you may refer it to the Independent Communications Authority of South Africa (ICASA).

17.3 You may also have rights to approach the National Consumer Commission, a consumer court or an ombud under the CPA.

18. GOVERNING LAW

18.1 These Terms are governed by the law of the Republic of South Africa. Any dispute may be referred to a South African court that has jurisdiction.

19. GENERAL

19.1 If any provision of these Terms is found to be invalid or unenforceable, it is severed, and the remaining provisions continue to apply.

19.2 If we do not enforce a right under these Terms immediately, we do not give up that right.

19.3 To the extent that the CPA applies, nothing in these Terms limits any right you have under the CPA, and each provision of these Terms applies only to the extent that the CPA allows.

19.4 Clear Access may transfer its rights and obligations under these Terms to a successor to its business.