

**Agreement Between Megafibre T/A Megasurf Wireless Internet cc and Subscriber.**

<b>Client Code:</b>
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**If Company:**

<b>Company Name:</b>			
<b>Company Reg. No:</b>		<b>Company VAT No:</b>	

**Responsible Person:**

<b>Name and Surname:</b>			
<b>ID No:</b>			
<b>Email:</b>			
<b>Tel No:</b>		<b>Mobile No:</b>	
<b>Physical Address:</b>			
		<b>Postal Code:</b>	
<b>Postal Address:</b>			
		<b>Postal Code:</b>	

**Monthly Subscription:**

<b>Subscription Description:</b>			
<b>Subscription Fee:</b>	R		
<b>Subscription Term:</b>	<b>Month to Month</b>	<b>12 Months</b>	<b>24 Months</b>
<b>Installation Fee:</b>	R	R	R

**Confirmation:**

I/We hereby confirm that I/We authorise to enter in to this agreement. The information provided is true and correct.

**The Subscriber**, Full Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_

**The Megasurf Rep**, Full Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_

**For Office use:**

<b>Service Start On:</b>	
<b>Radius Username:</b>	

## Debit Order Mandate for Magafibre T/A Megasurf Wireless Internet cc

### Payment Method

Please select one

Debit Order	Electronic Transfer
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Bank Details:

Bank Name	
Branch Name	
Account Type	
Account Number	
Account Holder Name	
Account Holder ID	

Or Card Details:

Card Number	
Account Holder Name	
Expiry Date	
Card Type	

### Terms and Conditions

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize 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 authorized to be issued must be issued and delivered as follows: i. On the \_\_1st\_\_ day ("payment day") of each and every month commencing on \_\_\_\_\_. 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; ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due; 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. 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 at \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_

## Terms and Conditions

### Detailed description of goods and/or services

Megasurf wireless internet CC (herein referred to as "Megasurf") is an Internet service provider that markets hosting, Internet access, VoIP and web development services.

### Delivery policy

Subject to availability and receipt of payment, requests will be confirmed within 2 working days and delivery confirmed telephonically or via e-mail.

### Liability

By agreeing to use our services you agree to our standard terms and conditions.

### Return and refunds policy

The provision of goods and services by Megasurf is subject to availability. In cases of unavailability, Megasurf will refund the client in full within 30 days. All goods such as hardware and software remain the property of Megasurf until paid in full.

### Wireless equipment guarantees

-Upon activation and installation of wireless equipment, we offer up to 12 months factory guarantee on all equipment. Standard T&C apply.

-We give a 30-day workmanship done on all new installations.

-All changes / improvements / repairs / software updates / security upgrades to the equipment are for the client's account unless the damage / fault is as a result of the company's negligence. It is your responsibility to keep your equipment up to date with upgrades of hardware and software.

-The high site equipment is always the responsibility and property of the company and the client will never be held responsible for any changes / repairs needed on the high site.

-It is standard policy for clients to be pre-advised of any potential costs in either the form of a formal quote, when the exact fault is known, or an estimate, when an onsite evaluation is required.

### Tax exemption

Unless otherwise noted, all prices on this web site includes Value Added Taxes (VAT). Residents from outside the Republic of South Africa are exempt from South African VAT.

### Customer privacy policy

Megasurf shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

### Acceptable use policy

Megasurf's internet access services are governed by our Acceptable Use Policy (AUP). Our AUP states that none of the services may be utilised in any way to generate SPAM (UCE – Unsolicited Commercial E-Mail). Use of your e-mail account to send unsolicited bulk (UBE) or commercial messages (UCE) is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it.

Megasurf's shaped uncapped wireless accounts will never be capped. However, our shaped uncapped service is not designed for people using computer programs running 24/7 continuously downloading. If your intentions are to download 24/7 then these accounts are not for you. We reserve the right to shape and throttle any account whose usage are affecting other users on our network's internet experience negatively. Our main goal is to keep the majority of our clients happy so if certain individuals' abusive downloading is affecting other users on our network, we reserve the right to shape, throttle or cancel their service.

### Wireless services – Speeds available

Please note that all Wireless services require a clear line of sight to our nearest tower in order to be effective. These services are provided on an "as is" and "up to" service level agreement. This means that although installations are done with high quality products and workmanship, the line speed achieved is not guaranteed.

Variations may exist and if this is the case, we recommend downgrading to a slower package for stability.

If you need a dedicated link please contact the office and we will gladly assist you.

Megasurf will use reasonable endeavours to make its services available to its Subscribers, and to maintain the availability thereof for use by its Subscribers. However, we provide the services "as is" and "as available" and we do not make any express or implied representations or warrant or guarantee the quality or security of the services or that the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery timeline requirements subject always to the provisions of the CPA where applicable.

### What is the contention ratio on wireless?

We run a 10:1 contention ratio on all accounts.

### Indemnity.

-You hereby unconditionally and irrevocably indemnify Megasurf and agree to indemnify and hold Megasurf harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered or incurred by Megasurf as a result of any claim instituted against Megasurf by a third party (other than you) as a result of (without limitation):

-Your use of our services or products other than as allowed or prescribed in the Agreement;

-Any other cause whatsoever relating to the Agreement or the provision of services or products to you where you have acted wrongfully or failed to act when you had a duty to so act.

### Copyright

Megasurf's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision with guidance taken from the Internet Service Provider's Association, our governing body.

### Payment options accepted

Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard / American Express credit cards. Unless otherwise specified internet access services are payable pro-rata in advance.

### Payment on additional invoices

As per the terms on our service application forms, please note that you are in agreement to accept any additional relevant charges submitted against your account, not included in the monthly service invoices.

### Debit orders

Megasurf's debit orders are processed once a month, typically on the first working day of each month ( please take note th at we bill pro rata in advance) Should a customer's monthly debit order return as rejected for any reason, a rejection fee of R51.00 will incur and this will immediately be billed as a separate invoice.

Upon signing up with Megasurf, the client agrees to any additional relevant charges to their products that are not included in their monthly service invoice. This includes any top up invoices generated for Internet connection, as well as traffic or disk over usage invoices that are created for hosting. As all invoices are

automatically e-mailed immediately after they are generated, it is the client's responsibility to contact Megasurf should they have any queries relating to an invoice upon receipt thereof.

**Responsibility**

Megasurf takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

**Country of domicile**

This website is governed by the laws of South Africa and Megasurf chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

**Disclaimer**

Megasurf at its sole discretion, may choose to change the terms, conditions and operation of this website at any time without notice. This includes the occasional adjustment of our pricing allowing for the notification of our clients within 21 days.

**Non-payment on overdue invoices**

All invoices – unless otherwise indicated are due COD, or by the first of each month as all monthly services are billed in advance for the upcoming month. Should an invoice become overdue, the necessary process is followed by our system with the details that are available on each client's profile. Should we receive no response with regard to outstanding invoices, the account will be handed over to our listing agency – Accountability. The client will receive notice from this company of the outstanding fees and have 30 days to respond and make arrangements for payment to Megasurf. Should payment not be received after the 30 days, the account holder will be blacklisted for non-payment.

If your service is suspended due to non-payment a reconnection fee of R75.00 will be imposed and will be billed immediately as a separate invoice.

It is the responsibility of the client to ensure that Megasurf has their updated details, and this is available for each client to view in their client area. It is also the responsibility of the client to be in contact with Megasurf to arrange for payment before the account is handed over.

**Termination of service**

The General Terms of Service of this agreement commences on the Effective Date and will continue indefinitely, subject to termination by either party on 1 (one) calendar month prior, following our online cancellation procedure. Your services can only be cancelled if your account balance is R0.00 Cancellations are accepted by sending a cancellation request to accounts@megasurf.co.za. Cancellations are processed as follows:

Should the cancellation request be received before the 10th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the following month. (E.g. The cancellation is received on 10 June, and the product will be terminated on 1 July.) Should the cancellation request be received after the 11th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the second month. (E.g. The cancellation is received on 11 June, and the product will be terminated on 1 August.) Please note that the cancellation period is 90 days ( 3 Calendar months ) in the case of clients who have an agreement contract service with Megasurf. Clients who have signed any other agreements are excluded in this termination policy and are subjected to the signed agreement.

**Client contact details**

It is the client's responsibility to keep their contact details up to date. This is easily accessible via the Client Area.

**Health and safety regulations**

In compliance with best practice, we do not allow engineers to complete any work during harsh winds or on wet surfaces especially roofs. All appointments scheduled on days when there are strong winds or rain, will be rescheduled to the next available date. This is due to safety regulations and the risk of injury.

**Installations – Use of own equipment or own installation done**

Megasurf does not bear responsibility for a lack in QoS (Quality of Service) of the package line stability and speed, when equipment is used for a wireless installation that is not purchased from Megasurf directly or if the recommended equipment is not used.

Additionally, if the installation is done by anyone other than Megasurf-approved contractors or employees through the official Megasurf booking channels, Megasurf reserves the right to charge for any changes or system corrections needed on client installations and networks as well as equipment to be purchased.

**Criminal activity on Megasurf's Network**

No form of criminal activity will be tolerated on Megasurf's network. This includes hacking or phishing or trespassing on any person's system and any other activity which is prohibited by the law. The normal turn of events is that the police will subpoena Megasurf for the information. Megasurf, however, reserves the right to disconnect a user's system until such time as the investigation is completed.

**Support procedures**

Megasurf has standard procedures for obtaining technical support and escalations.

Clients are requested to log a ticket when experiencing difficulties. Methods for logging tickets are as follows:

Using our website, <http://www.megasurf.co.za/contact-us>

Sending an e-mail to support@megasurfwifi.co.za Phoning our help line on 016 932 2324 option 2 Support Hours:

Weekdays from 7am – 5pm and 8pm – 10pm

Weekends from 8am to 10pm

When requesting technical support, you will be given a ticket number. All our technical support cases are attached to a ticket number which we use to trace the issue through our system. Without a ticket number, we cannot process any support request. Should you not receive a ticket number by default, please ensure that you ask for one. If you require to escalate a call, ensure that you quote your ticket number when proceeding with the escalation request.

Please do not contact our Support Engineers directly on their personal e-mail address or via any of the chat programmes such as GChat or WhatsApp, as your query will not be handled efficiently.

Our Support Department should not be contacted for any reason on their cell phone numbers when reporting a problem.

Our system is set up to handle all technical support queries in an efficient manner and problems will only be addressed by following one of the three reporting methods above.

**Our SLA and turnaround times**

The following response time periods are applicable with regards to our support structure:

Within 24hrs – emergency maintenance to Megasurf's infrastructure such as high sites and apartment hotspots Within 72hrs – snag list resolution of jobs already started

Within 2 working days – maintenance and call out jobs

Within 4 working days – large site installations and network setups once quote accepted

Within 14 working days – client standard wireless installations from forms received Within 90 working days – client standard fibre installations from forms received

These times do not include weekends or public holidays.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

Signature: \_\_\_\_\_