

Agreement Between Megasurf Wireless Internet cc and Subscriber.

Client Code:

If Company:

Company Name:			
Company Reg. No:		Company VAT No:	

Responsible Person:

Name and Surname:			
ID No:			
Email:			
Tel No:		Mobile No:	
Installation Address:			
		Postal Code:	
Postal Address:			
		Postal Code:	

Monthly Subscription:

Subscription Description:				
Monthly Subscription Fee:	R			
Subscription and Rental Term - (Please tick one)	Monthly	3 Months	12 Months	24 Months
Installation Fee:				

Confirmation:

I/We hereby confirm that I/We authorise to enter into 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:

Radius Username:	
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Debit Order Mandate for Megasurf Wireless Internet cc

Payment Method

Please select one

Debit Order		Electronic Transfer/Cash	
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Banking Details (If Debit Order was Selected)

Bank	ABSA 632 005	Bidvest 462 005	Capitec 470 010	FNB 250 655	Investec 580 105	Mercantile 450 105	Nedbank 198 765	Standard 051 001
Account Type								
Account Number								
Account Holder Name								
Account Holders 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 _____(Month). 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 that 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 government 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. We also reserve the right to disconnect any account whose usage are affecting other users on our network.

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. Banking fees incurred by cash deposits will be deducted from your account.

Payment on additional invoices

As per the terms on our service application forms, please note that you agree 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 that 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.

Term of rental

This rental is subjected to a three, twelfth or twenty-four month contract and cannot be cancelled or downgraded during this period nor can this contract be moved to another address than the one above. If the equipment is moved, a new three, twelfth or twenty-four month contract will take effect on the new address. The rental will run in conjunction with the chosen internet package. The package may be upgraded but not downgraded. The equipment will stay the property of Megasurf Wireless Internet cc who herewith agrees to keep the equipment in working order and will replace damaged equipment. All call outs and travelling charges is for your account

Loss or Damage

Megasurf assumes and shall bear the entire risk of damage of or to any part of the equipment specified. You will be liable for all call out fees and travelling expenses.

Assignability

Lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than Megasurf or Megasurf employees. Lesser may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee, and lessors assignee or secured party may then assign this lease or the security agreement without notice to lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of lesser under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defence counterclaim or offset lessee may have against lesser. In spite of any such assignment, lesser warrants that lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors.

Location and Maintenance

At lessee's own risk, lessee shall use or permit the use of the equipment solely at the location specified in this lease, or if none is specified, at lessee's billing address set forth above and such equipment shall not be moved without lessors prior written consent. The lessee shall not use the equipment unlawfully and shall not alter the equipment without prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from theft, destruction, or disrepair of the equipment, and there shall be no abatement of the lease payments on account of any such theft, destruction or disrepair. Lessee, at lessee's expense, shall maintain the equipment in good repair, condition and functional order.

Surrender

On expiration of the lease term or on demand by lesser pursuant to Section Thirteen, lessee, at lessee's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to Megasurf's offices.

Title personal property

The equipment is, and shall always remain, property of lesser, and lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the equipment of any kind or nature by lessee shall become component parts of the equipment, and title shall immediately vest in lesser and be governed by the terms of this lease.

Default

Lessee shall be in default under this lease if lessee shall:

- 1) Fail to pay any rent, the payments on any other lease or indebtedness of lessee to lesser arising independently of this lease, or other amount required in this lease within seven days after the rent becomes due and payable;
- 2) Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease;
- 3) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against lessee (including a petition for reorganization or an arrangement); or
- 4) Commit or fail to commit any act that results in jeopardising the rights of lesser or causes lesser to deem itself insecure as to its rights.
- 5) If lessee is in default under this lease, lesser, with or without notice to lessee, shall have the right to exercise concurrently or following separately, and without any election of remedies to be deemed made, the remedies:
- 6) The lessee can only upgrade the internet package that run concurrent with this rental and may not cancel the internet for the duration of the rental period.

Remedies

- 1) Elect that the rental payments due be accelerated and the entire amount of rental be due immediately;
- 2) Terminate this lease;
- 3) Enter on lessee's premises and without any court order or other process of law repossess and remove the equipment, whether with or without notice to lessee; any such shall not constitute a termination of this lease unless lessor so notifies lessee in writing, and lessor shall have the right, at its option, to lease the equipment to any other person or persons on such terms and conditions as lessor shall determine; or
- 4) In the event either sub-section 3 or 4 is exercised, there shall be due from lessee, and lessee will immediately pay to lessor, the difference between the total amount of rentals to be received from any third person or the purchase price at such sale, as the termination be, and the total unpaid rental provided to be paid, together with the case may estimate fair market value of the equipment for the original lease date, plus all costs and expenses of lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling the equipment. Sell the equipment to the highest bidder at public or private sale, at which sale lessor may be the purchaser.

Notices and Demands

Service of all notices under this agreement shall be sent by South Africa registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

Filing

Lessee, on request, agrees to execute any instrument necessary to the filing and recording of this lease agreement or the equipment.

Services charge and or Interest

If any rental instalment is not paid within 7 days after its due date, lessee shall pay to lessor a service charge together with any expenses incurred in collecting the late payment. Lessee shall also pay interest on any such late payment from the due date until payment at a rate up to the maximum rate allowed by law.

Warranties

Warranties made by the seller and/or manufacturer of the leased equipment are assigned by lessor to lessee. In event of any claim concerning the location, installation, repair, or use of the property leased or any other claim concerning the property, regardless the cause or consequence shall relieve lessee from performance under this lease, including rental payments, of cause or consequence, lessee's only remedy, if any, is against the seller or manufacturer of the property. No defect regardless.

Miscellaneous

This instrument constitutes the entire agreement between lessor and lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. If more than one lessee is named in this lease, the liability shall be joint and several. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement. Lessee applies to lessor for a lease of the above-described equipment for privately purposes and agrees that this lease is to be construed as a consumer contract. If lessor accepts by executing the lease below, lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all the terms and conditions of this lease.

Consent

Herewith I/We (the lessee) agree that an ITC check may be done and our account debited with the amount of R51.00.

Signed at _____ on the _____ of _____ 20_____.

Signature: _____