



# Terms and Conditions

## Definitions

Contention Ratio Means how likely that you share your Line speed with other people

Asymmetrical when your upload is slower than your download

Symmetrical when your download and upload is the same

FTTH Fibre to the home

F.U.P Fair Usage Policy

## Equipment and Software

Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that: you will take reasonable care with such Equipment; you may not sell, lease, mortgage, transfer, assign or encumber such Equipment; you may not re-locate such Equipment without our knowledge and permission; you will inform any landlord that such Equipment is owned by Megasurf and therefore not subject to any landlord’s hypothec; and you will return such Equipment to us at your own expense upon termination of the services to which the Equipment related. If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the reasonable value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment. You authorize us and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.

## Wireless standard Bronze,Diamond & Advance (Asymmetrical)

Wireless standard Bronze,Diamond & Advance Uncapped Internet is subject to a fair usage policy (F.U.P). The fair usage is calculated based on the speed of the line. Once you reach the fair usage limit your line speed will be reduced, additional data can’t be added but the product can be upgraded. When your F.U.P is reached, your account will be downgraded to 50%.

Speed	F.U.P Monthly Usage
2Meg	300 Gig
4Meg	400 Gig
6Meg	500 Gig
8Meg	600 Gig
10Meg	700 Gig
15Meg	850Gig
20Meg	1000 Gig

## Uncapped Wireless Internet Contention Ratio's

- Wireless Standard Bronze Uncapped has an 1:20 contention.
- Wireless Standard Diamond Uncapped has an 1:10 contention.
- Wireless Advance Uncapped has an 1:10 contention.
- Wireless Uncapped 50% Standard & Advance has an 1:1 contention.



## Fibre to the home

All on net FTTH accounts are 1:1 contention ratio. All off net FTTH accounts are “ as is “ and “up to “ 10.1 contention ratio.

## 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.

## Acceptable use

Megasurf service may only be used for lawful purposes. The subscriber is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The subscriber may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability or violate any local, or international statute, rule, regulation, or treaty. The service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The subscriber shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters and junk mail — "spamming". Users undertake not to attempt to degrade the service provided by Megasurf or any other Internet Service Provider by means of software, hardware or other means. Participation in any of the aforementioned prohibited activities by the subscriber shall be cause for locking of and/or cancellation of the subscriber's account at the discretion of Megasurf without notice to the subscriber.

## Commencement, Duration, Termination

The Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. In the event that the product or service you have applied for is not activated within 30 (thirty) days of the Acceptance Date (or such extended period as Megasurf may advise) due to an Uncontrollable Event, the Agreement will automatically terminate and no party shall have any liability to the other as a result of such termination.

## Fixed Term Agreements

You may cancel the agreement either on the expiry of the fixed period (“Initial Fixed Period”) selected in the Application Form (such Initial Fixed Period calculated from the Activation Date) or on at least 30 business days written notice to Megasurf at any time prior to the expiry of the Initial Fixed Period.

## Payment

Billing will commence on the activation date and client will be billed pre-paid. You agree to pay all amounts due under this agreement in consideration for a service or product in accordance with the application form under which that service is rendered or that product is offered. To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of Megasurf (drawn against a current banking account nominated by you), or in such other manner as Megasurf may from time to time determine. You agree that: Megasurf will be entitled and authorized to draw all outstanding amounts payable in terms of the agreement, repairs and equipment from the account specified by you (or any other bank or branch to which it may be transferred); the debit order will commence on the activation date and will continue and not be revoked until termination of this agreement or until all amounts due and owing to Megasurf have been fully and finally discharged; you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause. Your first bill may be for part of a month and you will be charged for the number of days left in the month in which you signed up or switched over, plus the subscription for the next month.

## Amendment of this agreement

Megasurf reserves the right to amend this agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective, which will never be less than 30 (thirty)



days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.

## General

The parties acknowledge and agree that this agreement constitutes the whole of the agreement between them and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this agreement not incorporated in this agreement shall be binding on the parties. No changes or cancellation of this agreement by you, including any changes to the application form will be binding on any of the parties unless recorded in writing and signed by both parties, notwithstanding activation of the service. You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law. You warrant that as at the date of signature of the application form, all the details furnished by you to Megasurf are true and correct and that you will notify Megasurf in the event of any change to such detail.

## 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](mailto: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.

## 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 and 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.

## Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates. IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Megasurf (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to: • unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail • addresses, hacking, attacking, gaining access to, breaching, security of any host, network, server, • personal computer, network access and control devices, software or data without express authorization of the owner of the system or network; • impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.); • using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal protocols.

28/10/2020