

Section A Private use

Surname	<input type="text"/>	Names	<input type="text"/>
ID number	<input type="text"/>	Date of Birth	<input type="text" value="YYYY/MM/DD"/>
Email Address	<input type="text"/>	Landline	<input type="text"/>
Mobile number	<input type="text"/>	Fax	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/>
Physical address	<input type="text"/>	Postal Code	<input type="text"/>
Installation Address	<input type="text"/>	Postal Code	<input type="text"/>

Section B Company Use

Registered Name	<input type="text"/>		
Trading as	<input type="text"/>		
Registration No	<input type="text"/>	Type of entity	<input type="text"/>
Vat No	<input type="text"/>		
Postal Address	<input type="text"/>	Code	<input type="text"/>
Installation Address	<input type="text"/>	Code	<input type="text"/>

Contact Details - Accounts			
Email Address	<input type="text"/>	Landline	<input type="text"/>
Name and Surname	<input type="text"/>	Mobile	<input type="text"/>

Contact details - Authorized person			
Email Address	<input type="text"/>	Landline	<input type="text"/>
Name and Surname	<input type="text"/>	Mobile	<input type="text"/>

Office Use	<input type="checkbox"/>	Customer Acc Number	<input type="text"/>
Speed Test	<input type="checkbox"/>		
Ping Test	<input type="checkbox"/>	Username	<input type="text"/>
Signal Test	<input type="checkbox"/>	Dealer Code	<input type="text"/>
Photo of Install	<input type="checkbox"/>		

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Section B Company Use

Details of directors/members/partners/sole proprietor

Full name and Surname	Residential Address	% Interest	ID number
1	Address Line 1	% Interest	ID number
	Address Line 2		
	Address Line 3		
	Postal Code		
			1. Signature
2	Address Line 1	% Interest	ID number
	Address Line 2		
	Address Line 3		
	Postal Code		
			2. Signature
3	Address Line 1	% Interest	ID number
	Address Line 2		
	Address Line 3		
	Postal Code		
			3. Signature

The signatory above and all the above named members/directors/partners bind themselves in their personal capacities as joint debtors, jointly and severally for the full amount due to Megasurf Wireless Internet and declare that all the information given is correct.

Please tick

Payment method Electronic Transfer On or before the 1st of every month Debit Order On the 1st working day of every month

Banking Details

Section C Debit Order

Bank Name		Branch Code	
Branch Name		Type Account	
Account Number			
Account Holder			

Credit Card Details

Credit Card Number		Expiry Date	
Account Holder		Credit Card Type	

(Master or Visa)

Service	Stock Code	Description	R
Service
Service

I/We the undersigned, hereby authorize Megasurf Wireless Internet, to debit the above mentioned account on the first working day of each month with the full outstanding amount on my account.

Thus done and signed at _____ on _____ day of _____ 20_____

Signature Bank Account Holder

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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 remains the property of Megasurf until paid in full.

Megasurf offers an R 500.00 rebate for all equipment less than 1 year old. The rebate is paid out for complete working installation kits delivered to our offices, in Vanderbijlpark, by the client. Should we need to collect the kit from the client's premises, a travel charge of R 8.00/km will and labour is deducted from the rebate amount before payment is made.

Wireless and fibre equipment guarantee

– 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 are 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 include 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 hosting and 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 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 you 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.

For more information on our [Acceptable Use Policy](#) please follow the link provided.

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 internet?

We run a 10:1 contention ratio on all accounts except Symmetrical accounts and accounts with dedicated links.

Fibre services – Speeds available

Fibre 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.

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 FTTH?

We run a 10:1 contention ratio on all accounts except fibre to the business.

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 whensoever's 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 causes 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.

Spamming sites

Should any aspect of a client's website cause spam and disrupt the service to any of our other clients, we will immediately suspend the hosting services of the website responsible for the spamming. This will be done after making contact with the client in writing to confirm this. Services will be reactivated upon confirmation from the client that the spamming software has been removed.

Client changes to personal domains

Megasurf reserves the right to charge a service fee, for any changes or system corrections needed on servers or domains owned by clients, when the changes or corrections needed are the result of changes made by the client.

Client access disclaimer

Megasurf reserves the right to charge a specialized IT Support fee, for any changes or system corrections needed on client installations and networks, in the event of a request for full systems access by the client.

Copyright

Megasurf 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

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Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard /American Express credit cards. Unless otherwise specified, all hosting and 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. This may include top up invoices, or invoices related to overuse for hosting services.

Debit orders

Megasurf 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)

For new clients your initial debit order amount may include:

pro rate for month of joining.

1st month billing (if your activation date falls after the 25th of the month it may not be included in the debit order batch for that particular month, we recommend

paying this amount via EFT to alleviate financial pressure)

2nd month billing – pre billed as per terms of service

For example: If you join on the 29 January 2015, your first debit order batch will be as follows:

Pro rata amount R 34.90 (29/01/2015 – 31/01/2015)

1st month billing R 349.00 (01/02/2015 – 28/02/2015)

Debit order will be deducted from your account on 1/03/2014 for the total amount of R 393.90

Should a customer's monthly debit order return as rejected for any reason, a rejection fee of R50.00 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.

Credit card acquiring and security

Credit card transactions will be acquired for Megasurf via Pay Gate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. Pay Gate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Megasurf separately from card details which are entered by the client on Pay Gate's secure site. For more detail on Pay Gate refer

to www.paygate.co.za Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Payment via credit card

All new orders placed where the account holder is making payment via Credit card will need to be accompanied by copies of the account holder's Credit card (front and back of the card) before the order will be processed. Should a client wish to change their payment method to Credit card, or update their Credit card details, this will also be required.

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 domicile 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 anytime 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 within 24 hours. Internet is payable in advance and payment must reach us on or before the first day of every 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.

Late payment for domain renewals

In order to avoid having your domain suspended due to late payment, please ensure you make payment prior to the due dates stated on the invoice for the renewal.

Failure to do so may result in the domain becoming suspended and even being purchased by another entity while unpaid.

Our renewal notices and invoices are sent out more than 30 days in advance, so ensure that your listed email address is the correct one with which to reach you.

Transferring of domains away

If you want to transfer, move, or cancel a domain, the abbreviated procedure is as follow:

1. Client submits cancellation request
2. New domain registrar initiates transfer
3. Megasurf accepts transfer
4. Domain is transferred

It is imperative that you contact your new ISP before transferring a domain away so that this entire process can be facilitated. The essence of transferring a domain away is that the new ("incoming") ISP does most of the work. If the new ISP does pro-actively manage the transfer your domain might go into redemption and then get re-registered by another party.

Domain renewals .CO.ZA

Megasurf uses the official South African domain registrar to register .CO.ZA domain names. This registrar provides an option to pay them directly instead of going via the ISP. The money Megasurf collects for domain registrations and renewals are used to cover our administrative, billing, tech support, and infrastructure costs. For example, for every domain name that resides on our servers, we run fully redundant servers, locally, and internationally. If a client elects to pay the domain registrar directly instead of honouring our invoices, Megasurf reserves the right to not host the client's DNS.

Backups for hosting packages

Daily backups are made of the web files on our servers and they are available in the event that your site needs to be restored. Please note that we do not offer any backups for mails linked to the domain hosted with us and suggest that you always ensure a local copy.

It is highly recommended that you also create a separate backup of all your DNS records, web files and mailbox content, to prevent loss of data as we do not guarantee backups. For more info on our backup services, visit our info page on Online Cloud Backup solutions.

Technical Support regarding overuse investigation

Our hosting and Internet access platforms already provide clients with detailed statistics of usage. Sometimes clients find it difficult to understand that they are using such a large amount of overuse. If a client is unable to resolve the issue using the tools at their disposal and they would like Megasurf to investigate further, our Support team will be able to assist on this matter at a charge rate of R 200 per domain / account. Charges will not be applied should there be a system fault on Megasurf side.

For further clarity on this please contact our help desk.

System administration support fees charged

Megasurf charges for system administration of client's servers. If we need to log a call with Parallels, a fee of R75.00 is charged to the client for each incident, and is payable upfront.

Transfer requests outside office hours

If a client wishes to transfer a domain out of office hours, the following policy applies:

1. The client must make sure the domain and all related services are paid up to date.

2. The incoming ISP must get confirmation in writing (e-mail is fine) that the accounts department will accept the transfer.

If the above procedure has not been followed the afterhours (emergency personal) will be unable to help.

Please note that all outgoing domain transfers are automated. If your domain or any of the related service is not paid up to date the domain transfer will be automatically declined. Manual override can only be done during office hours.

Transfer tickets are only accepted once the cancellation for the specific hosting product has been requested online in the client area by the client, and in accordance with Megasurf 30 day notice period for hosting product cancellations.

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:

1. 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.)
2. 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.

VoIP Cancellations

Please note that should you require your VoIP services cancelled, a 30 day notice period is applicable. As Megasurf is a reseller for this product, you will need to request a separate cancellation for this service.

An email should be sent to accounts@megasurf.co.za to request that the VoIP services be discontinued and cancelled with the supplier. Megasurf will process the cancellation with the supplier on your behalf once the cancellation email has been received.

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.

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/clients.htm>
- Sending an e-mail to support@megasurfwifi.co.za
- Phoning our 24-hour help line, (SLA dependent) on 016 932 2324 option 2

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 escalating a call, ensuring 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 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.

Megasurf contact details

Physical address:

Megasurf building, 149 Louis Trichardt Street, Vanderbijlpark, Gauteng, 1911, South Africa

Postal address:

P.O. Box 428, Park South, Vanderbijlpark, 1910, South Africa

016 932 2324 Office number

info (at) megasurf.co.za

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 Network

No form of criminal activity will be tolerated on Megasurf 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.

Thus done and signed on _____ day of _____ 20____ in _____

Signature Applicant

Signature Witness

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