SUBSCRIBER AGREEMENT

BETWEEN

MegaHosting T/A Megasurf Wireless Internet CC

AND

SUBSCRIBER / APPLICANT DETAILS

Company Name:			
Name & Surname:			
ID Number:		VAT No:	
Company Reg. No:		Email:	
Tel:		Mobile:	
Physical Address:			
		Postal Code:	
Postal Address:			
		Postal Code:	

SERVICE

Package Description:	
Monthly Service fee:	R
Domain Renewal Yearly:	

CONFIRMATION

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

For Subscriber / Applicant

Signed at _____ this_____ of _____ 20_____

Full Name and designation: _____

Signature: _____

For MegaHosting Representative

Signed at _____ this_____ of _____ 20_____

Full Name and designation: _____

Signature: _____

MEGAHOSTING OFFICE USE

Starting Date:		Domain:	

MegaHosting Initial:_____   Subscriber Initial:_____

Debit Order Mandate forMegaHosting T/A Megasurf Wireless Internet CC

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			
Account Holder ID			

Credit Card Details

Credit Card Number		Expiry Date	
Account Holder		Credit Card Type	

(Master or Visa)

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 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

Thus done and signed at _____on _____day of _____20_____

_____

Signature Bank Account Holder

MegaHosting Initial:_____   Subscriber Initial:_____

Terms and Conditions

Detailed description of goods and/or services

MegaHosting T/A Megasurf wireless internet CC (herein referred to as "MegaHosting") is an hosting service provider.

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.

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

MegaHosting 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).

Indemnity.

-You hereby unconditionally and irrevocably indemnify MegaHosting and agree to indemnify and hold MegaHosting harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered or incurred by MegaHosting as a result of any claim instituted against MegaHosting 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.

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

MegaHosting 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

MegaHosting 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.

Payment options accepted

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

MegaHosting'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 MegaHosting, 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 MegaHosting should they have any queries relating to an invoice upon receipt thereof.

Responsibility

MegaHosting 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.

MegaHosting Initial:_____   Subscriber Initial:_____

Country of domicile

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

Disclaimer

MegaHosting 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 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 MegaHosting. 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 MegaHosting 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 MegaHosting 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:

Client submits cancellation request

2. New domain registrar initiates transfer
3. MegaHosting 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 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

MegaHosting 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 MegaHosting 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, MegaHosting 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 MegaHosting 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 MegaHosting's side. For further clarity on this please contact our help desk.

Transfer requests outside office hours

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

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

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 are 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 MegaHosting's 30 day notice period for hosting product cancellations.

MegaHosting Initial:_____   Subscriber Initial:_____

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 candled 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 MegaHosting.

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

Support procedures

MegaHosting 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.

MegaHosting's contact details

Physical address:

MegaHosting 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

MegaHosting 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 MegaHosting directly or if the recommended equipment is not used.

Additionally, if the installation is done by anyone other than MegaHosting-approved contractors or employees through the official MegaHosting booking channels, MegaHosting 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 MegaHosting's Network

No form of criminal activity will be tolerated on MegaHosting'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 MegaHosting for the information. MegaHosting, 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

MegaHosting Initial:_____   Subscriber Initial:_____