

SUBSCRIBER AGREEMENT

BETWEEN

Megafibre 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		
Service Term: (tick)	Monthly		Installation Fee:

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 Megafibre Representative

Signed at _____ this _____ of _____ 20 _____

Full Name and designation: _____

Signature: _____

MEGAFIBRE OFFICE USE

Service Start Date:		Radius Username:	
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Megafibre Initial: _____

Subscriber Initial: _____

Debit Order Mandate for Megafibre 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
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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 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

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

Signature Bank Account Holder

Megafibre Initial: _____

Subscriber Initial: _____

Terms and Conditions

Detailed description of goods and/or services

Megafibre T/A Megasurf wireless internet CC (herein referred to as "Megafibre") 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 Megafibre is subject to availability. In cases of unavailability, Megafibre will refund the client in full within 30 days. All goods such as hardware and software remains the property of Megafibre until paid in full.

Fibre equipment guarantee

-Upon activation and installation of fibre 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.

-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.

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.

Megafibre 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 1:1 contention ratio on all accounts except fibre to the business.

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

Megafibre 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 Megafibre and agree to indemnify and hold Megafibre harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and when so ever arising, suffered or incurred by Megafibre as a result of any claim instituted against Megafibre 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 access disclaimer

Megafibre 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

Megafibre'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", "Ware 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.

Megafibre Initial: _____

Subscriber Initial: _____

Payment options accepted

Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard /American Express credit cards. Unless otherwise specified, all 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

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

Responsibility

Megafibre 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 Megafibre 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

Megafibre 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 Megafibre. 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 Megafibre 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 Megafibre 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 Megafibre.

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.

Megafibre Initial: _____

Subscriber Initial: _____

Support procedures

Megafibre 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.

Megafibre’s contact details

Physical address:
Megafibre 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) Megafibre.co.za

Criminal activity on Megafibre’s Network

No form of criminal activity will be tolerated on Megafibre’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 Megafibre for the information. Megafibre, 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

Megafibre Initial: _____

Subscriber Initial: _____