

SUBSCRIBER AGREEMENT

BETWEEN

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:	

Please choose one of the following options:

Option A

Once Off	Monthly	Tick here
<input type="text" value="R1 900,00"/>	<input type="text" value="R0,00"/>	<input type="text"/>

This rental is subjected to a **24 months** 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 24 months 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.

Option B

Once Off	Monthly	Tick Here
<input type="text" value="R3 100,00"/>	<input type="text" value="R0,00"/>	<input type="text"/>

This rental is subjected to a **three calendar month notice**. 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 or faulty equipment. You are not allowed to move the equipment from the installation address as stated above. All call outs and travelling charges is for your account.

Equipment Installed for office use

Serial Number	Description	Stock Code	Qty

_____ Date _____
Signature

Megasurf Initial: _____

Subscriber Initial: _____

Terms and Conditions

1. Term

Option A

The term of the lease is for 24 months and will commence on the date of installation

Option B

Three calendar month notice is applicable

2. Indemnity Option A and Option B

You herewith indemnify Megasurf against, and hold Megasurf harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subjected to this rental agreement, but not limited to the manufacture, selection, delivery, use, operation or return of such property.

3. Loss or Damage Option A and Option B

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 .

4. Assignability Option A and Option B

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 employee's.

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,

5. Location and Maintenance Option A and Option B

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.

6. Surrender Option A and Option B

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 Megasurfs offices.

7. Title personal property Option A and Option B

The equipment is, and shall at all times 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.

8. Default Option A

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

2) Fail to pay any rent, the payments on any other lease or indebtedness of lessee

Megasurf Initial: _____

Subscriber Initial: _____

- to lesser arising independently of this lease, or other amount required in this lease within seven days after the rent becomes due and payable;
- 3) 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;
 - 4) 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
 - 5) 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.
 - 6) 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:
 - 7) 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.

9. Remedies Option A

- 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 estimated 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.

10. Notices and Demands Option A

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.

11. Filing Option A and Option B

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

12. Services charge and or Interest Option A

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.

13. Warranties Option A and Option B

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

14. Miscellaneous Option A and Option B

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 of the terms and conditions of this lease.

15. Consent

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

Thus done and signed on _____ day of _____ 20_____

in _____

Signature Applicant

Signature Megasurf