



Green Flash Trading 72 (Pty) Ltd t/a Megs

Green Flash Trading 72 (Pty) Ltd t/a Megs: FTTH Agreement

CLIENT DETAILS

Full Address*:

Suburb*:

Province*:

Post Code*:

Full Name*:

Contact Number*:

Mobile Number*:

ID Number*:

Email*:

*** required**

DEBIT ORDER PAYMENT DETAILS

Credit Card Details	Credit Card	Transaction	Transaction Account Details
	Master or Visa	Bank Name	
	Name on card	Account Name	
	Card Number	Account Number	
	CVV 3/4 digits	Branch Name	
	Expiry date	Branch Code	
		Type of account	
1 st or 8 th	Debit order: Monthly debit date 1 st / 8 th		1 st or 8 th

CHOOSE A PLAN

20/10 Mbps Broadband	R695
50/50 Mbps Symmetrical	R840
100/100 Mbps Symmetrical	R995
200/200 Mbps Symmetrical	R1 140
1000/200 Mbps Broadband	R1 440

Installation fee of R999 for installations up to 30 metres. No activation fee.

- **Pricing includes VAT. Payment monthly in advance by debit order.**
- **Free to use router. Router remains property of Megs.**
- **Contract period calendar month to month.**
- **All bandwidth uncapped. Voice services, public static IP available at competitive rates.**
- **Please email to info@megs.network. Contact us 087 812 0000**

SIGNED BY THE CUSTOMER

Name of Signatory (please print): _____

Authorised Signature: _____

Date: _____ ID Attached (please tick if attached) *
Please send ID to info@megs.network

Definitions

Capitalised terms not defined herein have the same meaning as defined in the General & Service Terms

- 1.1. "Contented" means that multiple users are sharing the same network capacity. Contention ratios are based on the individual design of the third party fibre access network over which the Megs service is delivered.
- 1.2. "Unshaped" means that Megs does not prioritise or differentiate between different classes of traffic. Moves, additions and changes are subject to feasibility, and additional charges for on-net or off-net changes may apply
- 1.3. "Uncapped" has the meaning as set out in the ISPA guideline on broadband terminology published at <http://ispa.org.za/code-of-conduct/terminology-guidelines/>

2. General

- 2.1. These terms are to be read in conjunction with:
 - 2.1.1. Megs General & Service Terms at <https://www.megs.network/terms-and-conditions/>
 - 2.1.2. Acceptable use policy— available at <https://www.megs.network/acceptable-use-policy/>
 - 2.1.3. Fair usage policy <https://www.megs.network/fair-use-policy-fup/>
 - 2.1.4. Fibre network operators SLA terms <https://www.megs.network/fibre-network-slas/>
- 2.2. Megs will provide you with contented capped or uncapped, unshaped access to the Megs Network via a fibre circuit (the "Access Circuit") and the Equipment at a Megs Point of Presence ("PoP"), mobile data and voice over IP services.
- 2.3. The Service provides Internet access by transmitting and delivering IP packets between your computers connected on the Megs Network and other networks in accordance with its standard business arrangements with providers of such other networks.
- 2.4. Notice of cancellation of services shall require one full calendar months notice period.

3. Throughput Rates and IP Access

- 3.1. Access to, and across, the Megs IP Network is at the maximum throughput rates set forth in the subscriber agreement. Maximum throughput rates are not guaranteed.
- 3.2. Due to the nature of the Internet, Megs can only control download and upload speeds across the Megs Network (as defined in the Megs General Terms and conditions).
- 3.3. IP throughput rates may also be reduced by Megs in accordance with its Fair Use Policy, a copy of which can be provided to you on request.
- 3.4. Megs reserves the right to manage throughput rates or throttle throughput based on Meg's sole discretion to due abuse or excessive usage.

4. Access

- 4.1. The FTTH network operator supplies, configures and tests the Access Circuit. Each FTTH network operator defines its own standard installation. The Customer shall be responsible for the costs of any facilities, extra cabling, additional trenching and other expenses not included in a standard installation that is necessary to provide the services to the Customer's premises. Such costs shall either be charged by the relevant FTTH network operator directly to the Customer, or through Megs, depending on the business model of the FTTH network operator.

5. Equipment

- 5.1. The Equipment will be provisioned with a standard configuration in respect of the ordered Service.
- 5.2. You must identify a suitable location for the Equipment. The location must be dry, free from vibration and well ventilated. Installation is only possible if the distance from the termination point of the Access Circuit and a 220V energy supply to the position the Equipment is not greater than 2 metres.
- 5.3. In the event of failure of the Equipment, Megs will repair or replace (at Megs' discretion) the Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Equipment is replaced, you must return the original Equipment to Megs.
- 5.4. You accept liability for any costs incurred by Megs because of repair or replacement of Equipment where the Equipment failure was caused by your use, misuse or changes to the Equipment, other than as previously agreed to in writing by Megs.
- 5.5. Megs will retain the password for the Equipment. Responsibility for the IP configuration of the Service Configuration lies with Megs.
- 5.6. Ownership of the Equipment vests in Megs;
- 5.7. Equipment is not subject to a rent-to-own contract.

6. IP Addresses

Megs will dynamically assign IP addresses from Megs allocated blocks obtained from AfriNIC. Any IP address allocated by Megs to you remains the property of Megs and you will have a non-transferable licence to use such addresses for a limited time.

7. Resale of Service

Resale of the Services is not permitted.

8. Accuracy of Your Information

You will provide Megs with accurate and up to date information: (i) when completing the Service Order; and (ii) when you contact Megs to report a suspected fault and is asked a standard set of structured questions. Megs shall not be liable for any loss suffered because of your failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.

9. Maintenance

Scheduled maintenance on the Megs Network will be performed during a standard maintenance window during change control windows as determined in consultation with the relevant 3rd party provider of the fibre access network. Megs and the third party fibre access network provider reserves the right to perform emergency maintenance without prior notice, but Megs shall nonetheless endeavour to provide such notice as is reasonably and practically possible in the circumstances.

10. Set Up and Configuration/ Installation Fees

- 10.1. Fibre to the Home products offered by Megs are all subject to a once-off set up and configuration or Installation fee.
- 10.2. Should Megs offer to waive this fee and you terminate your subscription within six (6) months of activating the service, the full installation or setup and configuration fee is payable as part of the termination fee.

11. Security

You acknowledge that the logical and physical security measures in relation to the Services are your sole responsibility Megs will not be held liable for any losses arising out of security breaches of your Services.

12. Disclaimer

Megs will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes place outside of the Megs Network.

13. Promotional Pricing

Any advertised promotional pricing which may be offered from time to time, is done so at the discretion of Megs. Promotional pricing is subject to availability, either from the upstream network provider or Megs, and may be withdrawn at any time without notice.

BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY

Name: ID No:
Address: Contract No:
Debit Amount: R
Commencement Date:
Contact Number: Date:
Abbreviated name
as registered with Bank:

The details of my/our account are as follows:

Bank Account

Bank:
Branch Name:
Branch No:
Account Name:
Account Number:
Type of Account:
(savings, current etc)

Credit Card

Cardholder Name:
Card Number:
Expiry Date:
CVV Number:
Credit Card Type:
(Master, Visa)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise 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 authorised to be issued must be issued and delivered as follows:

- i. On the 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 authorised 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 and Mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

Signed at _____ on this _____ day of _____ 20____

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

(Please print, sign and send to info@megs.network)

FOR OFFICE USE

This Agreement reference number is: