



## Cyber Connect

www.CyberConnect.co.za

Corporate Web Design cc(2005/017980/23)  
Vat No. 4670221433  
Applian Place Unit 3  
373 Kent Avenue  
Ferndale  
Tel: 011 781 8014  
Fax: 011 781 8015

## ADSL

### Order Form

*(To place your order, kindly fill in all the requested details and fax it to us on 011 781 8015)*

#### **Applicant's Details:**

Name/ Name of Company						
ID Number/ Registration #						
Employer						
Contact Number	Cell:		Work:		Fax:	
Email Address						
Physical Address						

#### **Applicant's Requirements:**(please tick)

##### HOME ADSL

Service Description		Monthly Cost
	1 Gbyte Account	R72.96/ Registered Account
	2 Gbyte Account	R144.78/ Registered Account
	3 Gbyte Account	R208.62/ Registered Account

	5 Gbyte Account	R335.61/ Registered Account
	7 Gbyte Account	R468.02/ Registered Account
	10 Gbyte Account	R668.04/ Registered Account
	20 Gbyte Account	R1,284.78/ Registered Account

## BUSINESS ADSL

Service Description		Monthly Cost
	512 k (5 fixed IP uncapped)	R1 824.00
	1024 k (5 fixed IP uncapped)	R3 306.00

*(All prices include routers and the solutions are uncapped)*

## Applicant's Banking Details for Debit Order

Account Holder's Name:	
Bank Name:	
Branch Code:	
Account Number:	
Account Type:	

\*Please fax through a copy of you ID and a canceled check leaf or the 1st page of your bank statement

### **Terms and Conditions:**

This agreement is made between Cyber Connect trading as Corporate Web Design cc (2005/017980/23) and you the customer.

- Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term as determined by the product and/or service, also referred to as your contract, you have purchased from us. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement.
- You agree that all information provided, including but not limited to, contact and bank account details are correct. Should the details provided be incorrect we will immediately terminate your contract and all current and future amounts owing to us in terms of your contract will become immediately due and payable.
- If you have purchased usage monitoring as one of your services you will receive your usage reports via email, weekly. You are responsible for informing us, via email, if the notification emails are not received by you. Should you fail to inform us within two weeks of commencement of the service, of the non-receipt of notification emails you will not be entitled to a refund for this service. You are also responsible for informing us of any change in email address.
- If your purchase is to be delivered to you you agree to inform us within 2 weeks of being notified of delivery if the delivery does not arrive. If no notification is provided to us you will be liable for the services and other relevant charges accumulated during the period for which no notification was received.
- If you choose to end your service before becoming a month-to-month customer, or if we terminate the service early for good cause all current and future amounts owed in terms of the contract will become immediately due and payable.
- All terminations by you during a monthly billing cycle become effective on the last day of that billing cycle. You'll remain responsible for all fees and charges incurred until then and won't be entitled to any partial-month credits or refunds.
- 30 days notice is required for cancellation. All cancellation notices are to be submitted in writing by fax or email to support@cyberconnect.co.za

- Your bill reflects the fees and charges in effect under your contract at the time they're incurred. You can dispute your bill, but only within 180 days of receiving it. Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved.
- Payment is due in full as stated on your bill. You acknowledge that you hereby authorized us to effect the drawing(s) against your account for all amounts owing in terms of your contract on a monthly basis without written consent. You also acknowledge that we may deduct the amount from your account at any time during the month.
- If the monthly debit bounces from your account due to incorrect banking details, insufficient funds or any other reason a bounce fee may be charged. The fee is currently R25.00 (ex vat) and you agree that we have the right to change this charge at any time without notice.
- Should you make any direct deposits to our bank account to settle arrears you are responsible for using the correct invoice reference numbers on the payment and for emailing or faxing us proof of payment.
- You agree to pay all access, usage and other charges and fees we bill you or that the user of your data bundle, card or service accepted, even if you weren't the user of your data bundle and didn't authorize its use.
- Data usage is determined by the data usage reports provided by Vodacom. We will not consider any other sources of data usage as accurate.
- Should your account fall into arrears for three or more months, your contract will be immediately terminated and all current and future amounts owing will become immediately due and payable. In addition a hand over penalty based on the outstanding balance will be raised on your account.
- Your service is subject to our business policies, practices and procedures, which we can change without notice. Unless otherwise prohibited by law, we can also change prices and any other conditions in this agreement at any time by sending you written notice via email prior to the billing period in which the changes would go into effect. We will post the most current version of these terms and conditions at [www.cyberconnect.co.za](http://www.cyberconnect.co.za) or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.
- You agree that you are aware that all prices listed on the web site exclude VAT. That the data sims are soft capped and any overage will be charged at the relevant charge per megabyte.
- Your bill is our notice to you of your fees, charges and other important information. You should read everything in your bill. Usage and monthly fees will be charged in accordance with your product or service purchased.
- Data sent and received includes, but is not limited to downloads, email, overhead and software update checks.
- If your data sim or card is lost or stolen, it is very important that you notify us immediately for your own protection, so that we can suspend your service to prevent further usage. If your bill shows charges to your phone after the loss but before you reported it to us you will be charged for this usage. Theft of data sim or card does not result in contract termination. We will replace your stolen data sim with a swap-out sim at the appropriate cost.
- All unused data expires at the end of the month and will not be carried forward.
- You are responsible for obtaining and maintaining, at your own expense, all input/output devices (such as modems, terminal equipment etc). In the case where we provide hardware or support services Cyber Connect will not be held liable for any damage to the customer equipment whether caused directly or indirectly by the use of such equipment or the provisioning of such support.
- All hardware carries a 14 day warranty unless the manufacturer offers an extended warranty. Any hardware that is returned for replacement or repair after the expiration of the warranty will be charged for.
- Free technical support for any product or service purchased from us is limited to two telephonic support calls or 20 minutes of support should you bring your hardware in for our technicians to install and configure your purchase. Thereafter we reserve the right to charge for support at our standard hourly rate.
- Sms are charged separately.
- Failure to correctly configure the software or hardware for use with your computer, laptop or other hardware will not be accepted as a valid reason for non-payment.
- We can, without notice limit, suspend or end your service or any agreement with you for any good cause, including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 3 months; (c) provide incorrect banking or contact details; (ii) if you, any user of your data card or sim, or any authorized contact on your account: (a) threatens or commits violence against our representatives; (b) uses vulgar and/or inappropriate language toward our representatives; (c) steals from us; (d) harasses our representatives; (e) interferes with our operations; (f) "spams," or engages in other abusive messaging or calling;
- We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose concerning your service or your data card and/or data sim. We can't promise uninterrupted or error-free service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. Unless the law forbids it in any particular case, we each agree to limit claims for damages or other monetary relief against each other to direct damages. This limitation and waiver will apply regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, personal injury, products liability or any other theory. This means that neither of us will seek any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against one of our suppliers, to the extent that we would be required to indemnify the supplier for such claim. You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather or

other things we don't control; or by any act of God.

- You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for an organization, you're representing that you're authorized to bind it, and where the context requires, "you" means the organization.
- A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed.
- Notices are considered delivered when we send them by email or fax to any email or fax number you've provided to us, or 3 days after mailing to the most current billing address we have on file for you, if by us.
- This agreement, and the conditions or attributes of the product and/or services you have purchased from us, form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as specifically provided by law.

Signed at \_\_\_\_\_ on this date \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_