



**ADSL Bundle Application Form**

**Fax Number: 0866 886703**

Please complete your details below; specify your required services by placing an X in the box next to the respective services, initial the bottom of each page, sign and fax the full agreement to, 086 688 6703.

Company / Client Name			
Co. Reg. No. / Client ID. No.		Vat No.	
Postal Address			
		Postal Code	
Domicilium (Physical) Address			
		Postal Code	
Telephone Number	( )	Fax Number	( )
Mobile Number		Contact Email	
Connection Date			

Connection Packages		Product Description		X
Mac1	R199 pm	384kb/s ADSL line + 1Gb Cap + Mailbox + fax to email	30 days	
Mac2	R409 pm	512kbs ADSL line + 2Gb Cap + Mailbox + fax to email	30 days	
Mac3	R549 pm	4Mb/s ADSL line + 3Gb Cap + Mailbox + fax to email	30 days	
BigMac	R949 pm	4Mb/s ADSL line + 10Gb Cap + Mailbox + fax to email	30 days	
Free Wireless ADSL Router		Wireless ADSL Router extra R50 pm contract must extended to	12 mths	
Wireless ADSL Router	R645	Outright purchase		

ADSL Password	ADSL Username
	@dsl512macrolan.co.za
	@dsl512macrolan.co.za
Email Password	Email Address
	@
	@
	@
	@

\* Please note that all prices are exclusive of V.A.T.



Authorization For Debit Order Payments		
Name of Bank		Branch Code
Account Number		Branch Name
Debit order start date		

**Terms and Conditions for use:**

1. **Preamble**  
The Client appoints MacroLan, which hereby agrees to supply the required services to the Client on the terms and conditions as set out in this agreement. In consideration for the services supplied, the Client agrees to pay MacroLan the required subscription fees.
2. **Commencement, Duration, Subscription Fees and Termination**
  - 2.1 This agreement, for the provision of the above services, shall commence on the connection date, notwithstanding the date of signature hereof, and shall continue indefinitely until terminated in writing by either party providing 30 calendar days notice of such termination. During the term of this agreement, MacroLan shall be entitled to increase the subscription fees payable by the Client on the provision of 30-days notice, which may include written notice or email notification.
3. **Payment**
  - 3.1 Fees are payable monthly in advance.
  - 3.2 The Client shall undertake payment to the MacroLan via automatic debit order on or around the first day of each month.
  - 3.3 The Client's written consent is required to authorize MacroLan to upgrade / add additional services to this agreement thereby increasing the stipulated subscription fees. The effective date in respect of the new / upgraded services shall be the connection date of the services.
  - 3.4 Should any connection date be any date other than the first day of the month, MacroLan shall charge the Client pro rata subscription fees for the respective month.
  - 3.5 The Client shall not be entitled to a setoff, discount or refund of any subscription fees in respect of any suspension or delay of any service or for any other reason whatsoever.
  - 3.6 If payment is not received in full within the stipulated period, MacroLan shall be entitled to decline, refuse and/or halt the services until full payment is received, and this right to decline, refuse and/or halt the services shall not be a valid reason in itself for withholding or reducing any payment due. A reconnection fee shall be charged by MacroLan to the Client.
  - 3.7 If payment is not received in full within the stipulated period, the Client shall be liable to pay interest on the outstanding amount at a rate of 2 (Two) percentage points above the prime overdraft rate of the Standard Bank of South Africa, calculated and compounded monthly in advance.
  - 3.8 MacroLan charges consulting fees during normal office hours, namely week days between 8h00 and 17h00, of: Server support rate R540 per hour (excl Vat) Desktop support rate R385 per hour (excl Vat) The Company charges consulting fees for work undertaken out of normal office hours, namely between 17h00 and 8h00 on weekdays, and all day on weekends and public holidays, of 1.5 times the normal hourly consulting fee, per hour of work undertaken on weekdays between 17h00 and 08h00 and on Saturdays and 2 times the normal hourly consulting fee, per hour for work undertaken on Sundays and Public Holidays. These fees shall be reviewed by the Company on an annual basis
  - 3.9 Charges for off – site / remote work shall be rounded up to the nearest quarter of an hour. Charges for on site work shall be rounded to the nearest half an hour, with a minimum charge of half an hour
  - 3.10 The Company shall charge the Client fees for traveling to and from the site at a rate of R3.40 / km. This fee shall be reviewed by the Company on an annual basis.
4. **Disclaimer for Liability**
  - 4.1 MacroLan will not be liable for any damages or losses of whatever nature (whether direct, indirect, or consequential), which may be incurred by the Client arising out of the provision of any services relating to this agreement or out of any other cause whatsoever.
  - 4.2 Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the services are provided, the provision of the services may be suspended from time to time without notice, and MacroLan, its servants, agents and sub-contractors are exempted from all liability for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to the Client and/or any third party arising from such suspension. Where circumstances permit, MacroLan shall use its best endeavors to provide prior notice of any such suspension to the Client.
  - 4.3 MacroLan does not undertake to re-instate the services within a specific period, and will be exempted from any liability whatsoever, if the nature of the failure is caused by MacroLan's upstream service providers failure to deliver its services or for any other reason which is out of the direct control of MacroLan.
  - 4.4 The Client hereby indemnifies MacroLan and holds MacroLan harmless against any claim by any third party arising directly or indirectly out of the Client's access to or use of the services or information obtained through the use of the services, including without limitation any claim due to the use of the services for unlawful purposes.
5. **Email Virus Protection and Email Spam Protection**
  - 5.1 Email spam protection means filtering spam from the Clients incoming email using email spam software.
  - 5.2 Email virus protection means providing protection against viruses in the Clients incoming email using email virus protection software.
  - 5.3 The Client authorizes MacroLan to access and process the Clients email and information to the extent necessary for the proper functioning of the email virus protection and email spam protection software; and in order to provide support, maintenance and reports on the operation of and changes to the email virus protection and email spam protection.
  - 5.4 As software is inherently complex and may not be completely free of errors and because of the nature of the internet, email and viruses, the Client accepts that email virus protection and email spam protection software may not always provide the desired outcome.
  - 5.5 Email virus protection comprises the use of the email virus software to scan the Clients incoming email for viruses and to delete any that contain viruses. At the discretion of MacroLan, in some cases a virus may be removed, in others, the affected email and/or attachment may be deleted completely.
  - 5.6 MacroLan does not warrant that it will identify or provide protection against all viruses
  - 5.7 Some email and attachments (infected by viruses or not) may be delayed or permanently lost.



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- 5.8 MacroLan does not monitor or provide any protection in respect of outgoing mail from the Client, nor in respect of viruses which may be introduced by other means (for example from floppy discs or from the internet).
- 6. **Help Desk and Call Centre**  
Help Desk and Call Out requests for all services are to be logged during normal office hours through MacroLan's Call Centre on 0861 855855 or through emailing support@macrolan.co.za. If required, technicians will be dispatched accordingly.
- 7. **Warranties**
  - 7.1 MacroLan does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the equipment, software or services or their suitability for any intended purpose, whether that purpose is notified to MacroLan or not.
  - 7.2 MacroLan does not warrant or guarantee that the information transmitted by the use of the services will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular country.
- 8. **General**
  - 8.1 MacroLan is entitled to cede and/or assign this agreement.
  - 8.2 The Client shall allow MacroLan, its servants, agents and sub – contractor's access to the Client's premises at all reasonable times in order to install, maintain, monitor, inspect, replace or remove the services.
  - 8.3 The Client will be held responsible for all communication services and facilities, including with limitation telephone facilities and lines, required for the services to be rendered by MacroLan. MacroLan shall not be responsible or liable in any manner whatsoever to the Client and/or any third party for any failure of such service or facility, including with limitation the services offered by Telkom.
  - 8.4 The Client shall be solely responsible for applying for, installing and maintaining, as well as all costs and charges relating to, the Clients ADSL line and ADSL terminal adapter, to enable MacroLan to provide the services. MacroLan will issue the Client with a username and password to enable access to the services.
  - 8.5 The Client may not at any time use the services in contravention of any South African law. In particular, the Client undertakes to familiarize itself and ensure that it is kept continuously apprised of all South African law in force from time to time, which has any bearing on the services and/or their use. MacroLan has no obligation to assist the Client in this regard.
  - 8.6 This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representations or warranties between the parties other than those set out herein will be binding on the parties.

**Acknowledgement:**

The Client acknowledges that he/she has read the terms and conditions contained herein and agrees to be bound by such terms and conditions.

The Client grants MacroLan authority to debit my account with amounts payable by me in terms of this agreement

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007

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Authorized Signatory  
For and on behalf of the Client (Print Name)

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Signature

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Authorized Signatory  
For and on behalf of the Company (Print Name)

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Signature