



MWEB Application Form

FOR OFFICE USE
Sales Agent Name:

ONLINE APPLICATION

LEGAL DOCUMENTATION REQUIRED FOR SIGN-UP (Please include the following with this form):

1. A copy of your South African Identity Document or South African Passport
2. Proof of your address (Telkom account *as well as* a Utility Bill not older than 3 months)
3. Completed ADSL Line Rental Agreement Form (To be completed by Telkom account holder)
4. A Business Application must include a certified Company Registration Certificate, SARS Document

Please ensure that this Application Form is completed in FULL and SIGNED upon return.

NB. Completing this form

1. Complete sections A, C and D
2. IF you are applying for a Business, please complete sections A, B, C and D.

A. Account Details (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

Please select if you're a **new** MWEB customer? Please select if you're an **existing** MWEB customer? Additional account? Upgrade existing account?

If **existing**, please specify your MWEB e-mail address Renew existing account?

TITLE: FIRST NAME(S): LAST NAME(S):
As it appears on your ID document

IDENTITY NUMBER / SA PASSPORT NUMBER: DATE OF BIRTH: (DD / MM / YYYY) TEL NUMBER: (Home)

TEL NUMBER: (Work) MOBILE NUMBER: FAX NUMBER:

RESIDENTIAL ADDRESS:

POSTAL ADDRESS: (Invoice to)

CODE: CODE:

B. Details of Company (if applicable)

COMPANY NAME: TRADING NAME: (If applicable)

VAT NUMBER: HOLDING COMPANY:

DEALER ID: (If applicable) DEALER NAME:

TYPE OF BUSINESS: PUBLIC COMPANY (PTY) LTD CC PROFESSIONAL PARTNERSHIP OTHER TRADING FOR: YEARS MONTHS

NATURE OF BUSINESS: Contact e-mail address

PREMISES: OWNED LEASED LANDLORD'S NAME: TEL NUMBER:

PHYSICAL ADDRESS:

PERIOD AT ADDRESS: YEARS MONTHS

CONTACT PERSON:
 TEL NUMBER:
 MOBILE NUMBER:

CODE:

C. E-mail Address and Password (Not required if you have an existing MWEB account)

PREFERRED E-MAIL ADDRESS: @mweb.co.za PASSWORD:

SECOND E-MAIL OPTION: @mweb.co.za Password must be 6-8 alphanumeric characters.

E-mail address must be between 3-12 alphanumeric characters.

D. Authority for Debit Order / Payment Details

Please debit my bank account as shown in favour of MWEB CONNECT (PTY) LTD with the total amount owing by me, as specified under this agreement.
 Any cancellation of a debit order after activation could result in MWEB suspending the service. All cancellation costs will be incurred by the account holder.

ACCOUNT HOLDER'S NAME: BANK NAME:

BRANCH: BRANCH CODE: ACCOUNT NO:

TYPE OF ACCOUNT: CHEQUE: CURRENT: TRANSMISSION: SAVINGS: OTHER:

AUTHORISED SIGNATURE: DATE: (DD/MM/YYYY)

Complete for payment via credit card

CREDIT CARD NO: CVV: EXPIRY DATE: (MM/YYYY) MASTER: VISA:

AUTHORISED SIGNATURE: DATE: (DD/MM/YYYY)

Customer Number Please write your initials here:



MWEB Vodacom 3G Wireless Internet

Application for 24-month subscription

Please Choose your Service

STEP 1: PLEASE CHOOSE YOUR MODEM / DATA CARD	STEP 2: PLEASE CHOOSE YOUR PRODUCT	STEP 3: DO YOU WANT ADDITIONAL DIAL-UP ACCESS?	STEP 4: PLEASE CONFIRM YOUR TOTAL MONTHLY COST BASED ON YOUR SELECTION
<input type="checkbox"/> 3G USB HSDPA MODEM Up to 3.6Mb/s DL <input type="checkbox"/> 3G USB HSUPA MODEM Up to 7.2Mb/s DL <input type="checkbox"/> NO DEVICE	<input type="checkbox"/> 400MB @ R130.00 P/M HSDPA > HSUPA DEAL @ R151.00 P/M > NO DEVICE Deal @ R125.00 P/M <input type="checkbox"/> 500MB @ R152.00 P/M HSDPA > HSUPA Deal @ R171.00 P/M > NO DEVICE Deal @ R145.00 P/M <input type="checkbox"/> 800MB @ R236.00 P/M HSDPA > HSUPA Deal @ R255.00 P/M > NO DEVICE Deal @ R219.00 P/M <input type="checkbox"/> 1GB @ R252.00 P/M HSDPA > HSUPA Deal @ R271.00 P/M > NO DEVICE Deal @ R235.00 P/M <input type="checkbox"/> 1.5GB @ R336.00 P/M HSDPA > HSUPA Deal @ R355.00 P/M > NO DEVICE Deal @ R319.00 P/M <input type="checkbox"/> 2GB @ R352.00 P/M HSDPA > HSUPA Deal @ R371.00 P/M > NO DEVICE Deal @ R335.00 P/M <input type="checkbox"/> 2.5GB @ R436.00 P/M HSDPA > HSUPA Deal @ R455.00 P/M > NO DEVICE Deal @ R414.00 P/M ! All prices quoted include VAT.	<input type="checkbox"/> YES (R40 PER MONTH) <input type="checkbox"/> NO ! ANALOGUE MODEM AND TELEPHONE LINE REQUIRED TO USE THIS SERVICE ! LOCAL TELEPHONE CHARGES NOT INCLUDED	R <input type="text"/> PROMO: <input style="width: 100%; height: 150px;" type="text"/>

PLEASE NOTE:

! If you have an Apple MAC laptop we recommend using a 3G USB Modem or 3G HSUPA Router
! Usage Charges apply after reaching data cap limit

- R0.41/MB Incl. VAT on a 400MB data cap
- R0.37/MB Incl. VAT on a 500MB data cap
- R0.34/MB Incl. VAT on a 800MB data cap
- R0.28/MB Incl. VAT on a 1GB data cap
- R0.24/MB Incl. VAT on a 1.5GB data cap
- R0.19/MB Incl. VAT on a 2GB data cap
- R0.18/MB Incl. VAT on a 2.5GB data cap

RENEWAL NOTICE:

! Your Contract will be renewed for a further 24 months calculated from the **END** of your original contract period, notwithstanding the date of signature hereof.

Delivery Information (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

DELIVERY ADDRESS:

Name of Building/
Company/Flat:

Street Address:

Suburb:

City:

CODE:

SPECIAL DELIVERY INSTRUCTIONS:
(Office hours only)

PLEASE NOTE:

DELIVER TO: WORK: HOME: OTHER:

- > Only the Applicant stated herein will be allowed to take delivery of the hardware.
- > Applicant to provide his/her S.A. ID Document or S.A. Passport as identification upon delivery of hardware.



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Please write your initials here:

Products Terms and Conditions:

MWEB Wireless Broadband Terms and Conditions (Vodacom 3G)

1. Introduction

By using or subscribing to the Vodacom 3G Service you agree that you have read, understand and are bound by:

- 1.1.1. the General Terms and Conditions and other notices under "General" on our Legal Notices Webpage; and
- 1.1.2. the terms that apply specifically to the Vodacom 3G Service, as set out herein ("Vodacom 3G Service Terms"). (collectively "the Terms")
- 1.2 Your use of the Vodacom 3G Service indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and MWEB. If you do not want to be bound by the Terms, you must not use or subscribe to the Vodacom 3G Service.
- 1.3 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

2. Interpretation

- 2.1. Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto below:
 - 2.1.1. **"Agreement"** means the Application Form and the terms and conditions referred to in clause 1.1 above;
 - 2.1.2. **"Application Form"** means the document in terms of which you apply for the Service and provide personal and other information to us;
 - 2.1.3. **"Blacklist"** means the disablement, by electronic or other means, of your SIM and/or Data Card, thereby preventing the unauthorized use thereof;
 - 2.1.4. **"Call Centre"** means our dedicated customer service centre which is available on 08600 2000, Monday to Friday 08h00 to 19h00, Saturday 8h00 to 17h00 and Sunday 10h00 to 15h00;
 - 2.1.5. **"Data Card"** means a PCMCIA card or USB device which is required to access the Network;
 - 2.1.6. **"Electronic Communications Act"** means the Electronic Communications Act, 2005;
 - 2.1.7. **"Equipment"** means the hardware which is required to access the System and includes (without limitation) a Data Card, router and such other device or devices as may be required for this purpose from time to time;
 - 2.1.8. **"Greylist"** means the flagging on the System of a SIM and/or Data Card for purposes of the identification of your Subscriber Number in order to facilitate the possible tracing and recovery of your SIM and/or Data Card under circumstances where your SIM and/or Data Card have been stolen;
 - 2.1.9. **"Initial Period"** means the period selected by you on the Application Form, which will commence on the Activation Date;
 - 2.1.10. **"Monthly Access Fee"** means the monthly subscription fee paid by you to us in consideration for the Service as recorded in the Application Form;
 - 2.1.11. **"Network"** means the mobile cellular electronic communications network operated by the Network Operator;
 - 2.1.12. **"Network Coverage"** means the geographical area within which the Service can be accessed and used by you;
 - 2.1.13. **"Network Operator"** means Vodacom (Pty) Ltd;
 - 2.1.14. **"Service"** means the 3G Wireless Broadband Internet Service provided to you in terms of this Agreement;
 - 2.1.15. **"Services Charges"** means the different fees for the Service as recorded in clause 9.1 below;
 - 2.1.16. **"SIM Card"** means your identity module card, which bears your Subscriber Number and enables you to access the System;
 - 2.1.17. **"System"** means the digital cellular mobile telecommunications system of the Network Operator;
 - 2.1.18. **"Subscriber Number"** means the mobile station integrated services digital network number allocated to you for the purpose of obtaining the Service; and

- 2.1.19. **"VSP"** means Vodacom Service Provider Company (Pty) Ltd, which supplies access to the Network.

3. Duration and Termination

- 3.1. Subject to the provisions of clause 3.8 of the General Terms and Conditions, this Agreement will commence on the Effective Date and will, remain in force for the duration of the Initial Period, whereafter it shall continue indefinitely subject to termination by either party on 60 (sixty) days written notice to the other.
- 3.2. You are entitled to renew the Agreement for another fixed term period of at least 24 (twenty four) months ("Renewal Period"), to follow immediately upon the expiry of the Initial Period, against payment of such charges as we may prescribe at the time. We will supply a new Data Card ("Hardware Upgrade") to you upon the expiry of the Initial Period, should you renew the Agreement as contemplated in this clause 3.2.
- 3.3 The Agreement will endure for the duration of the Renewal Period, whereafter it shall continue indefinitely subject to termination by either party on 60 (sixty) days written notice to the other.
- 3.4. Should you in breach of clauses 3.1 and 3.3 terminate this agreement at any time prior to the expiry of the Initial Period or at any time prior to the expiry of the Renewal Period, as the case may be, we will be entitled to claim payment from you of the balance of the Monthly Access Fee due in respect of the unexpired portion of the Initial Period or Renewal Period, as the case may be. Early termination will be accepted on 60 (sixty) days prior written notice to us.
- 3.5. Upon the termination of the Agreement, your use of the Service shall terminate. However, in the event that you continue to use the Service following a termination, these terms and conditions will apply and you shall be liable to make payment to MWEB of the applicable Service Charges. This shall in no way constitute a revival of the Agreement, and MWEB shall be entitled to terminate the Service without notice to you.
- 3.6. Where the Service is suspended by MWEB in terms of clause 8.5.3 of the General Terms and Conditions or as a result of a breach by you of the Agreement, you acknowledge that you will forfeit your access to and/or use of the Service, but that you shall still be liable to pay the Monthly Access Fee due to us during such suspension.

4. MWEB's Obligations

MWEB will:

- 4.1. procure the delivery of the Data Card and SIM Card to you;
- 4.2. provide you with the Internet Connectivity selected by you in the Application Form;
- 4.3. make Call Centre support available to you;
- 4.4. bill you for the Service;
- 4.5. collect the Service Charges from you; and
- 4.6. promptly upon notification from you lock or temporarily disconnect a lost, stolen, damaged, or destroyed SIM Card from the System.

5. Value Added Services

MWEB will provide you with the value added services listed below free of charge:

- 5.1. Mailbox and MWEB e-mail address

Please write your initials here: _____

- 5.1.1. The Mailbox service is provided to you subject to the terms and conditions applicable to mailboxes which are available at <http://www.mweb.co.za/legalpolicies/Home/ServicesMailboxrules/tabid/678/Default.aspx>.
- 5.1.2. You accept full responsibility for the content of any e-mail sent and/or received through the Service.
- 5.1.3. In order to keep our mail servers efficient, the following restrictions will apply to your mailbox:
- 5.1.3.1. any mail that has not been retrieved (downloaded) from our mail server after 90 (ninety) days, will be purged unless you have stored the mail on a folder you have created on the MWEB message centre;
- 5.1.3.2. if your mailbox size is 1 Gig or larger, MWEB will not purge your mail;
- 5.1.3.2. if you exceed your mailbox size, no new mail or attachments will be delivered to your mailbox;
- 5.1.3.3. you will, however, be able to receive mail again if you either delete mail and/or attachments from your mailbox or by purchasing additional mailbox space;
- 5.1.3.4. subject to any other technical limitations, MWEB restricts the size of an individual mail, sent or received, to 10Mb per mail; and
- 5.1.3.5. the number of recipients on your mailing list may not exceed 20 (twenty).
- 5.2. Wi-Fi Minutes
- 5.2.1. MWEB will provide you with 300 (three hundred) free minutes at the beginning of each month to enable you to connect to the Internet at MWEB wi-fi enabled hotspots.
- 5.2.2. You acknowledge and agree that:
- 5.2.1.1. in the event that you have used all your free monthly wi-fi minutes, you may contact our Call Centre to purchase additional wi-fi minutes; and
- 5.2.1.2. no unused wi-fi minutes will be carried over to the following month.
- 5.3. Virus scan and Anti spam protection
- 5.3.1. The Service provides you with a virus scan for incoming and outgoing emails, as well as an anti spam protection service.
- 5.3.2. You acknowledge that MWEB does not warrant, represent and/or guarantee the efficiency of the virus scan or that the spamming of e-mails, content and/or data sent through the Service will be successful.
- 5.4. It lies within the discretion of MWEB to terminate the provisioning of one or more of the value added services during the term of the Agreement, or not to provide the value added service at all. You will be notified in the event of a termination of a value added service.
- 6. Your Package**
- 6.1. You have selected the package reflected under "Services" on the Application Form, e.g. 1GB. This is referred to as your "Bundle".
- 6.2. When you exceed your Bundle, we will charge you for additional data at a rate of R 0.41 per megabyte on the 400MB, R 0.37 per megabyte on the 500MB, R 0.34 per megabyte on the 800MB, R 0.28 per megabyte on the 1GB, R 0.24 per megabyte on the 1.5GB, R 0.19 per megabyte on the 2GB and R 0.18 per megabyte on the 2.5GB data caps, up to a maximum of R 1000 (one thousand Rand). The R 1000 (one thousand Rand) threshold is referred to as your "Automatic Credit Limit". once you reach your Automatic Credit Limit we will suspend your access to the Service. You are entitled to increase your Automatic Credit Limit by contacting our Call Centre. We do not guarantee the efficiency of the Automatic Credit Limit and you remain responsible to monitor your usage of the Service.
- 6.3. You are entitled to upgrade to a higher Internet traffic package offered as part of the Service at any time during the Initial Period or a Renewal Period.
- 6.4. You are entitled to downgrade to a lower Internet traffic package, provided that such downgrade is not done within the first 3 (three) months immediately following the Activation Date. A downgrade will attract a variable penalty fee as determined by us from time to time.
- 7. Your Obligations**
- 7.1. You require a Laptop / PC, a Router (optional), a Data Card and a SIM Card to use the Service.
- 7.2. You are required to ensure that the Equipment that you intend to use in order to receive the Service is compatible with our technical specifications, which are available on our website.
- 7.3. You must contact our Call Centre within 48 (forty) eight hours of delivery of the Data Card to you in order to activate the provisioning of the Service, failing which your Subscriber Number will be withdrawn and this Agreement will terminate with immediate effect. You will however remain liable for payment of all amounts due to us by you under the Agreement.
- 7.4. In the event of the theft of your Data Card, you will request us to Blacklist or Greylist your Data Card.
- 7.5. You must notify us of the theft, loss, damage to or destruction of your SIM Card. Upon notification your liability hereunder will be limited to payment of the Monthly Access Fees relative to the SIM Card for the remainder of the Initial or Renewal Period, as the case may be.
- 7.6. Without limiting the General Terms and Conditions, you:
- 7.6.1. agree not to use the Service for any improper, immoral, unlawful or any other purpose including, without limitation, the use of the Service in any manner that:
- 7.6.1.1. interferes with MWEB's and/or the Network Operator's ability to provide the Service or any other service to their customers;
- 7.6.1.2. interferes with the quality and/or availability of the Network; or
- 7.6.1.3. infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;
- 7.6.2. agree not to use the Service to infringe the intellectual property rights or other proprietary rights of MWEB and/or any other person or to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended; and
- 7.6.3. agree not to act or omit to act in any way which may damage any property or the System or cause the quality of the Service to be impaired in any manner whatsoever.
- 7.7. You shall notify us forthwith in writing of any change to your information or details.
- 7.8. You agree that we may use and make your information available to VSP to maintain a comprehensive and accurate database of our Subscribers, and for such other purposes as we may require in order to give effect to our obligations under the Agreement
- 8. Equipment**
- 8.1. We reserve the right, without cost or penalty to ourselves, to vary any name, code or number relating to or used in connection with the Service offered to you, and you indemnify us against any liability of any nature whatsoever arising in connection with such action.
- 8.2. All rights of ownership attaching to your Subscriber Number and SIM Card shall at all times remain vested in VSP.
- 8.3. Risk in and the responsibility for the Data and SIM Cards will pass to you on delivery thereof. You are required to put insurance in place for the Data Card.
- Please write your initials here:** _____

8.4. All rights of ownership attaching to the Data Card will vest with the VSP during the Initial Period, or the Renewal Period, as the case may be. Upon the expiry of the Initial Period, or the Renewal Period, as the case may be, ownership of the Data Card, but excluding the software contained in the Data Card (the use of which is licensed to you by VSP), will pass to you provided that you have made payment in full of all amounts of whatsoever nature due by you to us during the Initial Period, or the Renewal Period.

9. Payment

9.1. You will be liable for payment of the following Service Charges:

- 9.1.1. The charge for the SIM Card and connection to the System– this is a once-off charge;
- 9.1.2. Monthly Access Fee (under which your Data Card is pro rated) – you will be billed for this monthly in advance;
- 9.1.3. Call Charges- you will be billed for data and call charges in respect of any other services (for example SMSs) monthly in arrears based on your usage.

9.2. The Service Charges exclude value-added tax which shall be borne and paid for by you.

9.3. You will make payment of the Services Charges to MWEB in accordance with the procedure set out at <http://www.mweb.co.za/services/myaccount>

9.4. The Monthly Access Fee in the first month of subscription will be pro- rated where the Service is not activated at the beginning of the calendar month.

9.5. We reserve the right to amend the charges and fees payable by you from time to time on 1 (one) month's notice to you as provided for in clause 8.6 of the General Terms and Conditions, subject to the condition that any variation in the charges and fees will correspond where applicable with those charges and fees approved by the Authority.

9.6. You acknowledge and agree that MWEB shall be entitled to levy usage charges ("Excess Usage Charges") for each megabyte of Internet connectivity in excess of your Bundle as detailed in clause 6.2 above. Excess Usage Charges will be billed for monthly in arrears.

9.7. Subject to the provisions of clause 8.4 of the General Terms and Conditions, failure to effect payment as provided for hereunder may result in the suspension or termination of our provision of the Service to you. Under such circumstances you will forfeit your right to access and use the Service, but you shall remain liable to pay the balance of the Monthly Access Fee due to us under the Agreement.

9.8. Subject to the provisions of clause 8.4 of the General Terms and Conditions, VSP and/or MWEB may, in the event that you fail to make payment of any amount due to us by you (and irrespective of whether ownership in the Data Card has passed to you), Blacklist your Data Card and/or your SIM Card, as a result of which you will not be able to access the System.

9.9. We furthermore reserve the right to levy a reasonable charge for the Blacklisting or removal from the Blacklist on your request of your Data Card and/or SIM Card. Such charge will be due and payable by you within 30 (thirty) days of the date of our invoice.

9.10. You indemnify us against any claim or liability of whatsoever nature arising from the Blacklisting of your Data Card and/or SIM Card as provided for in this clause 9.

10. Disclaimer

10.1. MWEB undertakes to use its reasonable endeavors to facilitate the provisioning of the Service to you on a 24 (twenty four) hours per day basis on each and every day for the duration of the Agreement.

10.2. You nevertheless acknowledge and agree that:

10.2.1. service quality, coverage and availability of the Service is limited to that provided by the Network Operator and the System and the Service may, from time to time, be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions and other causes of interference; and

10.2.2. you shall not hold us liable for the non-availability of the Service or an alleged inadequacy of the quality thereof.

10.3. Without derogating from the generality of the foregoing, you hereby indemnify us and hold us harmless against any loss, liability, cost or damage

suffered by you or any third party, as the case may be, arising from the negligent provisioning of the Service or the negligent operation of the System, including but not limited to any indirect, contingent or consequential loss, including loss of revenue, loss of data, loss of business and loss of profit, howsoever arising.

10.4. You further acknowledge that:

10.4.1. MWEB does not warrant, represent nor in any way guarantee the quality and availability of the Network Coverage for the Service;

10.4.2. the quality and availability of the Network Coverage for the Service shall be limited to that provided by the Network Operator.

11. Termination of Network Operator Agreement

You agree that if the agreement between MWEB and VSP terminates then MWEB may, at its discretion:

11.1. terminate the provisioning of the Service without liability to you on notice in writing;

11.2. transfer the provisioning of the Service to a third party service provider and assign this Agreement to such third party; or

11.3. assign this Agreement to the Network Operator.

12. Warranty

The Data Card is subject to a 24 (twenty four) month manufacturer's warranty.

MWEB © 080627

Please write your initials here: _____



MWEB Vodacom 3G Wireless Internet

Application for 24-month subscription contract / Application for Package Migration

Declaration

Please tick the checkboxes to confirm that you understand the following:

This order form must be accompanied by a copy of your S.A. ID document, Proof of Address and Proof of your income (last month's payslip)

I declare that the information given by me is true and correct.

I have read, understand and agree to be bound by the Terms and Conditions of this agreement.

I confirm and accept that this is a 24 month contract.

I consent to Consumer MWEB requesting and reporting my Confidential Information, Credit and Prescribed Information as defined in the National Credit Information Act, No 34 of 2005 (the "Act"), (herein after "Information") from and to registered credit bureaux in the sharing of such Information by registered credit bureaux and such other persons as contemplated by in the Act, for the prescribed purposes of the Act".

I understand that the conclusion of an agreement with MWEB is subject to the approval of my credit application.

No variation or addition to this Application Form will be binding on any of the parties unless recorded in writing and signed by both parties. Activation by MWEB of any services provided to you in terms of this Application Form shall not in any way constitute MWEB's acceptance of any variation or addition to the Application Form or to any of our Terms and Conditions applicable to the services.

PRINT NAME:

AUTHORISED
SIGNATURE:

DATE:

(DD/MM/YYYY)

Return completed form with legal documentation to MWEB SALES via any of the channels listed below:

- Fax: (021) 596 7121
- E-mail: broadbandsalesfaxes@mweb.com

For enquiries, please call MWEB Sales on 08600 32000