





Support: 086 123 iSAT (086 123 4728)  
 Help Desk: 041 581 6999 [support@isat.co.za](mailto:support@isat.co.za)  
 Fax: 086 532 2705 [www.isat.co.za](http://www.isat.co.za)

**HSDPA / 3G / EDGE / GPRS - 24 MONTH CONTRACT – Section A**

**Banking Details**

Account Holder

Bank

Branch/Town

Branch Code

Account Number

Account Type  Current/Cheque  Savings  Transmission

Statement Email Address

**Additional Information**

Please tick (✓) one of the following options. How did you hear about iSAT?

Bus Ad  Pole Ad  Google Search  MyADSL Search  Yellow Pages

iSAT Customer Account ID

iSAT Dealer Account ID

Other Please Specify

**iSAT Secure Web Registration**

Email Address

User Name (e.g. JohnD)

Identity Number

An Administrator User will be created from the information you filled in above. This user will have complete control over the account, including the addition and modification of services and new users. This will give you ultimate control over your connection, capping, and value-added services, in reality, your entire account! Please ensure that the person specified above has the authority to make changes that may affect billing and this information is stored in a safe place, as you will also be able to check confidential information, such as your Account statements, via the Secure Login.

I....., hereby verify that all information above is correct; that I am entitled to register as the Administrator User for this account and that I agreed to the Terms & Conditions as set above and that I have read and understand the Terms of Services viewable at [www.isat.co.za](http://www.isat.co.za).

Date .....

Signature .....





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**HSDPA / 3G / EDGE / GPRS – 24 MONTH CONTRACT – Section B**

**Please complete this section if you are a current ISAT Subscriber**

Account ID

Would you like to cancel your existing connection when the new connection becomes active?  Y or  N

If yes, please specify which connection

**Required Documents**

Please include the following with the signed contract:

- A copy of your ID;
- 3 months bank statements;
- Proof of residency;

**Individual Application**

I....., hereby authorise iSAT to debit my bank account with the monthly instalment for Internet services and Out Of Bundle Usage on the 1<sup>st</sup> working day of each month.

Date .....

Signature .....

**OR**

**Business Application**

Contact Name

Position

I....., hereby state that I, the signee, have the authority to authorize the debiting of the bank account with the monthly instalment for Internet services and Out Of Bundle Usage on the 1<sup>st</sup> working day of each month.

Date .....

Signature .....



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**HSDPA / 3G / EDGE / GPRS - 24 MONTH CONTRACT – Section C**

**Terms & Conditions**

**1. ACCEPTANCE OF TERMS**

iSAT (Internet Services and Technologies) provides its service to you, subject to the following Service Agreement

In consideration of your use of the specified service agreed upon in Section B, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted in Section A (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or iSAT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, iSAT has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**2. DESCRIPTION OF SERVICE**

Subject to this agreement iSAT (Internet Services & Technologies) shall provide the Customer with connectivity via a purchased HSDPA/3G Card and/or a SIM Card, (as specified in Section B). Thereafter an agreed bundled amount, (specified in Section B) is provided on a monthly basis which can be upgraded for larger bundles which will remain for the duration of this agreement.

With effect from the date upon which any HSDPA card and/or SIM Card is supplied under this Service Agreement, the HSDPA Services shall be provided in respect of such HSDPA card for the period specified ("the Initial Period").

**3. DURATION**

This Agreement shall commence on the activation date and, subject to the terms of this Agreement, shall continue for 6 (six) months ('the Initial period') and thereafter the Agreement will revert to a month to month contract, subject to the compliance of all the terms of this Agreement.

**4. PAYMENT & CHARGES**

Purchases of data cards are payable upfront prior to postage / or upon collection and / or setup fees and the first months subscription fees are due upon acceptance of order / contract prior to activation. Thereafter the monthly statement amount will include the cost of the data bundle you have selected in Section B and if applicable all out of bundle amounts used.

Monthly Statements / Invoices are billed on the 1<sup>st</sup> day of the month and payment of your account will be made via debit order from your bank account, as per the bank details you have supplied. The debit order is processed on the 1st of each month, except when the 1st is a Sunday or public holiday. In this case the debit order will be processed on the next working day or Saturday.

If your bank details change you need to contact iSAT and we will fax or email you a Change of Bank Details form. Until iSAT confirms that your Change of Bank Details form has been processed, you should assume that the next debit order will be processed against your original bank account details.

The SIM Card provided to you for the 3G/HSDPA connection is occasionally setup to allow for sending SMS's. The SMS service & billing is not controlled by iSAT thus we strongly recommend that you do not use the SIM card for SMS purposes, only to connect to the internet. The cost of each SMS is charged at a premium rate, and iSAT is unable to provide a detailed costing breakdown as we only receive a lump sum upon request from the relevant provider i.e. Vodacom/MTN. The billing for SMS's can also be delayed by up to 3 months after actual usage. iSAT will invoice you accordingly for the SMS usage within the month that we receive the billing from the relevant provider.

Payments for services rendered are billed in advance, which means that the debit order amount will include any out of bundle amounts for the current month as well as the full charge for the pre-determined bundle for the following month in advance. Details of the amount charged are clearly indicated on the Monthly Statement / Invoice. An email address must be specified for Statement / Invoice purposes. All statements and Important Customer Notices will be the only correspondence via the specified email address. Therefore it is your responsibility to receive your Monthly Statement / Invoices via this specified email address. We do not correspond via postal services.

**Please Initial: .....**



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**HSDPA / 3G / EDGE / GPRS - 24 MONTH CONTRACT – Section C**

**Terms & Conditions**

**4. PAYMENT & CHARGES (continued)**

Upon submission of this here said Service Agreement iSAT may, to the extent permitted by law, receive and disclose the Customer's personal information, documents, detailed connection records, credit profile information and / or any other credit information from or to any credit providers, credit bureaus or credit reporting agencies.

Upon acceptance of signed Agreement, owing to the nature of the out of bundle service, iSAT reserves the right to allocate a credit limit on out of bundle usage amounts. If the allocated credit limit is reached, iSAT will contact the customer, stated in Section A, to discuss payment. The usage amount above the allocated credit limit amount could be due for payment immediately upon receipt of usage stats. It could also lead to a deposit being due in terms of the usage amounts - which would be charged in advance and billed with the preceding billing date. It is advised to upgrade your set bundle amount and thus avoid unwelcome billing amounts. Please request updated stat reports to monitor out of bundle usage. Full usage amounts will be billed and debited on the 1<sup>st</sup> of each month.

iSAT reserves the right to cancel a subscription at any time due to non-payment of an account. iSAT also charges an administration fee if the debit order is returned, and reserves the right to cancel a subscription if a debit order is returned more than once.

Any connections made outside of South Africa will be subject to the rate provided by the country and shall not form part of the data bundle provided by iSAT. Rates outside of South Africa can reach and even exceed R100 per Meg. This works on the same principle as international voice roaming.

You can upgrade by filling in a new order form. Downgrading can only be done at the expiry of the initial contract.

**5. EXPIRY OF CONTRACT**

Written notice must be submitted 60 days prior to expiry of contract. When a written notice to terminate the contract after the expiry of the initial contract period is not given, the contract shall automatically continue on a month to month basis. To cancel after the initial six month contract period has expired; a written notice has to be submitted 60 days prior to cancellation date.

**6. TERMINATION**

You agree that iSAT, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if iSAT believes that you have violated or acted inconsistently with the terms of this Agreement. iSAT may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that iSAT may immediately deactivate or delete your account and all related information and files in your account and / or bar any further access to such files or the Service.

Further, you agree that iSAT shall not be liable to you or any third-party for any termination of your access to the Service.

**7. RISK AND OWNERSHIP**

All risk of loss and / or destruction of the data card and / or SIM card shall be retained by Customer at all times. Customer shall be responsible for ensuring the safety of the data card and / or SIM card and shall ensure that the data card and / or SIM card is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement of the data card and / or SIM card in the event of any loss or destruction thereof within the initial contract period.

Should you receive a defective or faulty card where such a fault is a manufacturing default or a latent defect which renders the card unusable and where you return the card within 14 days of discovery of such defect, iSAT shall arrange for the replacement of the same.

Please Initial: .....



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**HSDPA / 3G / EDGE / GPRS - 24 MONTH CONTRACT – Section C**

**Terms & Conditions**

**8. DATA USAGE**

The customer acknowledges responsibility for monitoring and controlling their own data usage. Should the customer exceed his/her bundle limit he/she will be liable for the out of bundle costs incurred.

Out of bundle amounts are charged at R1-14 per MB used.

The customer acknowledges that the monitoring software provided for is limited, and that the usage shown does not include any usage made independently of your main PC by the phone or device. For example, it does not include data connections made by the phone for its own applications or when used on another PC. Hence, it may not accurately reflect overall usage on the users account and correlate with the billing.

**9. CUSTOMER ACKNOWLEDGEMENT**

The Customer acknowledges and agrees that – Service quality and coverage available to the Customer shall be limited to that provided by the Network and the Services 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 he / she shall not hold iSAT liable for any non-availability of the Services. iSAT will not be held liable for hardware and software incompatibility issues. iSAT can provide limited support for setting up of its broadband offerings on a client's computer.

**10. BREACH OF CONTRACT**

In the event that the Customer breaches any terms of this Agreement, then without prejudice to iSAT’s rights in terms of this Agreement or at law, iSAT may forthwith and without any notice to the Customer, terminate this agreement or call a specific performance of the Customer’s obligations and immediate payment of all sums owing by the Customer. The customer shall pay to iSAT all charges for access to the Network in respect of the unexpired portion of the contract period. The payment of such charges shall be accelerated and same shall become immediately due and payment upon termination of this Agreement. iSAT may elect to charge a reasonable fee for disconnection of the Customer’s SIM card from the Network.

The Customer shall repay to iSAT on demand all costs which iSAT incurs as a result of the Customer’s failure to comply with the terms and conditions of this Agreement or any cancellation hereof, which may include:

- Costs in connection with the tracing of the Customer and /or the SIM card.
- All legal costs the attorney and own client scale; and-
- Collection commission that may legally be recovered from the Customer by iSAT’s attorney or collection agents on amounts collected; and-
- The customer for the purpose of serving notice and/or civil legal proceedings agree to the jurisdiction of the Magistrates Court of Port Elizabeth
- The costs incurred in obtaining possession of the SIM card as well as the cost relating to the valuation, removal, transport, repair, maintenance and storage thereof; alternatively-
- The replacement cost of SIM card.

It shall be in the sole discretion of iSAT as to whether it elects to levy the replacement cost of the Cellular Phone(s) or the charges referred to above.

**Please sign acceptance of the Terms & Conditions of this Service Agreement and initial/sign each page accordingly.**

Date .....

Signature .....