



## CLOUD VIRTUAL SERVER HOSTING

### CUSTOMER DETAILS

<b>Title</b>	
<b>Directors Name</b>	
<b>Directors Surname</b>	
<b>Directors ID</b>	
<b>Tel Number</b>	
<b>Cell Nr</b>	
<b>Company Name</b>	
<b>Accounts Contact</b>	
<b>Tel Number</b>	
<b>Business Reg Nr</b>	
<b>VAT Nr</b>	

### PHYSICAL & POSTAL ADDRESS

<b>Contact Person</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Times</b>	
<b>Accounts email</b>	

Where did you hear about us?    Mail shots     Website     Other (please specify):

### CLOUD VIRTUAL SERVER HOSTING 5 – 25 TS Licenses (Tick the appropriate box)

TS License Included	2 TS Licenses <input type="checkbox"/>	5 TS Licenses <input type="checkbox"/>	10 TS Licenses <input type="checkbox"/>	15 TS Licenses <input type="checkbox"/>	20 TS Licenses <input type="checkbox"/>	25 TS Licenses <input type="checkbox"/>
<b>Microsoft Server Hosting</b>	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016
<b>Monthly Charge</b>	R 1 785.00pm (Inc)	R 2 970.00 (Inc)	R 3 450.00 pm (Inc)	R 3 862.00 pm (Inc)	R 4 897.00 pm (Inc)	R 5 576.00 pm (Inc)
<b>Setup Fee</b>	R 950.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)
<b>Security</b>	✓	✓	✓	✓	✓	✓
<b>Backup</b>	4 GB	4 GB	4 GB	4 GB	4 GB	4 GB
<b>Web Traffic</b>	1 TB	1 TB	1 TB	1 TB	1 TB	1 TB
<b>HDD Size</b>	250 GB	250 GB	250 GB	250 GB	250 GB	250 GB
<b>CPU</b>	2 CPU	4 CPU	4 CPU	4 CPU	4 CPU	4 CPU
<b>RAM</b>	2 GB	4 GB	4 GB	8 GB	8 GB	16 GB
<b>IP Addresses</b>	1	1	1	1	1	1
<b>Management Fee incl for IQ Business Partner</b>	YES	YES	YES	YES	YES	YES
<b>Redundant Hardware</b>	YES	YES	YES	YES	YES	YES
<b>24 Month Contract Period</b>	YES	YES	YES	YES	YES	YES
<b>Easily Scalable</b>	YES	YES	YES	YES	YES	YES

### CLOUD VIRTUAL SERVER HOSTING 30 – 50 TS Licenses (Tick the appropriate box)

TS License Included	30 TS Licenses <input type="checkbox"/>	35 TS Licenses <input type="checkbox"/>	40 TS Licenses <input type="checkbox"/>	45 TS Licenses <input type="checkbox"/>	50 TS Licenses <input type="checkbox"/>
<b>Microsoft Server Hosting</b>	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016	MS Server 2012/2016
<b>Monthly Charge</b>	R 6 222.00 pm (Inc)	R 6 914.00 pm (Inc)	R 7 272.00 pm (Inc)	R 7 612.00 pm (Inc)	R 8 900.00 pm (Inc)
<b>Setup Fee</b>	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)	R 1 402.00 (Inc)
<b>Security</b>	✓	✓	✓	✓	✓
<b>Backup</b>	4 GB	4 GB	4 GB	4 GB	4 GB
<b>Web Traffic</b>	1 TB	1 TB	1 TB	1 TB	1 TB
<b>HDD Size</b>	500 GB	500 GB	500 GB	500 GB	500 GB
<b>CPU</b>	6 CPU	6 CPU	6 CPU	8 CPU	8 CPU
<b>RAM</b>	16 GB	16 GB	32 GB	32 GB	32 GB
<b>IP Addresses</b>	1	1	1	1	1
<b>Redundant Hardware</b>	YES	YES	YES	YES	YES
<b>Management Fee incl for IQ Business Partner</b>	YES	YES	YES	YES	YES
<b>24 Month Contract Period</b>	YES	YES	YES	YES	YES
<b>Easily Scalable</b>	YES	YES	YES	YES	YES



**BACKUP SOLUTIONS** (Tick the appropriate box)

Description	6 GB <input type="checkbox"/>	9 GB <input type="checkbox"/>	20 GB <input type="checkbox"/>	50 GB <input type="checkbox"/>	100 GB <input type="checkbox"/>	200 GB <input type="checkbox"/>	300 GB <input type="checkbox"/>	400 GB <input type="checkbox"/>	500 GB <input type="checkbox"/>	750 GB <input type="checkbox"/>	1 TB <input type="checkbox"/>
<b>Monthly Charge</b>	R 188.00 (Inc)	R 289.00 (Inc)	R 373.00 (Inc)	R 703.00 (Inc)	R 891.00 (Inc)	R 1268.00 (Inc)	R 1455.00 (Inc)	R 1756.00 (Inc)	R 2195.00 (Inc)	R 2821.00 (Inc)	R 3510.00 (Inc)
<b>Account Startup Fee</b>	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)	R 293.00 (Inc) (once off)
<b>Agreement Term</b>	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months

**Please Note** - Once installed application launches automatically at a daily scheduled time without any user intervention. Additionally, daily email notifications indicating backup results give visibility to the end-user, so immediate action can be taken should a backup fail for whatever reason. Data is encrypted (scrambled) using 3-times bank-strength encryption and cannot be read without your account details, password and encryption key. Software is best used for data that changes on a daily basis, the storage platform stores 60 days' worth of data. The Snapshot fee includes courier, delivery and collection of an external drive to and from a client, and physical upload to our platform. The entire snapshot process is done remotely and data is physically moved in an encrypted format for security reasons. **Please Note\***The client is required to install and manage third party software themselves; provided they have a legal software license. License options available from About IT Online. Backup: Once installed application launches automatically at a daily scheduled time without any user intervention. Additionally, daily email notifications indicating backup results give visibility to the end-user, so immediate action can be taken should a backup fail for whatever reason. Data is encrypted (scrambled) using 3-times bank-strength encryption and cannot be read without your account details, password and encryption key. Software is best used for data that changes on a daily basis, the storage platform stores 60 days' worth of data. \* Extra TS Licenses available at R 64.00 (Inc) per license. Additional IP addresses available on request. Endpoint Protection Plus provides centralized protection for all of your Windows, Mac and Linux workstations, including laptops, smart phones and the leading virtualization systems. Features: Simple and centralized security for all devices. Remedial actions. Real-time monitoring and reports. Profile-based protection. Centralized device control. Flexible, rapid installation. Malware Freezer.

**TERMS & CONDITIONS**

- In the event that About IT Online and the Customer are not parties to a valid agreement ("Existing Agreement") governing this Subscription Form, this Subscription Form shall constitute a binding agreement between About IT Online and the Customer and shall incorporate the Standard Terms and Conditions of the About IT Online Agreement as if they had been stated in full herein.
- Following the conclusion of this Subscription Form, should About IT Online incur expenses to provision the service and access to the Customer's premises is not forthcoming, and then the Customer shall become liable for the costs referred to in the Early Termination Costs provisions of the Existing Agreement or the Standard Terms of Business.
- I understand that this order will be covered by About IT Online's standard Terms & Conditions of the contract; and I agree to these conditions by signing this order form.
- I confirm that; I have read and understood the conditions on the following pages. The details I have given on this order form are true and complete and I am an authorised signatory of the business that is applying for this service.
- I/We hereby indemnify About IT Online against any damage, loss, claims or cost that may result from the work being done on the connection and/or removal of the service;
- If applicable and dependant on Telkom infrastructure, I/We warrant and represent that I/We have obtained or shall obtain the necessary licenses from the South African Telecommunications Regulatory Authority for the services provided pursuant to this agreement; and I/We take note of the fact that I/We will only be leasing the IP addresses allocated to us from SAIX and that the IP addresses will be returned to SAIX if our SAIX services are to be cancelled, or if IP addresses are being mismanaged by us.
- To complete your application, please provide us with a Copy of your ID and Proof of Residence.
- If no contract period is specified above About IT Online will assume this contract to be for a 24 month period.
- Value Added Tax** : All pricing excludes VAT.
- Warranty** : Warranties on Hardware will be subject to Supplier Warranties.
- Rate of Exchange** : Prices are fixed in SA Rands. However About IT Online reserves the right to modify fees on a one month notice period.

**SIGNATURES**

**OWNER**

**WITNESS**

**ACCOUNT MANAGER**

Name:			
Surname:			
Signature:			
Date:			
	(duly authorised)	(duly authorised)	(duly authorised)


**WRITTEN AUTHORITY AND MANDATE FOR DEBIT PAYMENT INSTRUCTION**

<b>Given by ( name of account holder )</b>			
<b>Address</b>			
<b>Bank</b>		<b>Branch</b>	
<b>Account Number</b>	<b>Type of Account</b>		<b>Code</b>
<b>To ( Name of Beneficiary )</b>			<b>Date</b>
<b>Beneficiary's Address</b>			

This signed Authority and Mandate refers to our contract dated \_\_\_\_\_ ( the Agreement )  
 I/We hereby authorise you to issue and deliver payment instructions to your banker 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 \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days and sent by pre-paid registered post or delivered to your address as indicated above.

In the event that the payment day falls on a Sunday, or recognised South African Public Holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my 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.

I/We authorised will be process through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section \_\_\_\_\_ before the issuing of any payment instruction.

**B. Mandate**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned Bank as if the instructions have been issued by me/us personally.

**C. 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.

**D. Assignment**

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 ( Signature as used for operating on the account )

\_\_\_\_\_  
 ( Assisted by )

**E. Agreement Reference Number**

This Agreement reference number is \_\_\_\_\_



**THE COMPANY (PTY) LTD STANDARD TERMS AND CONDITIONS AS AGREED TO HEREUNDER:**

**1. Definitions and Interpretation**

In this Agreement, the words hereunder will have the meanings assigned to them below:-

- 1.1 "The Company" means About IT Online (Pty) Ltd, Registration Number: 2001/018074/07
- 1.2 "Agreement" means these Standard Terms and Conditions as read together with any Subscription Form, Proposal, and any other relevant attachments hereto;
- 1.3 "Contract Value" means the total cost of the Hardware, Software and/or Service/s being provided to the Subscriber by The Company in terms of this Agreement;
- 1.4 "Subscription Form" means the Subscription Form, Proposal, attached hereto wherein the details and costs of the Hardware, Software and/or Service/s are specified;
- 1.5 "Subscriber" means the party specified as the Subscriber on the Subscription Form to which these Standard Terms and Conditions are attached;
- 1.6 "Effective Date" means, notwithstanding the date of signature of this Agreement, the date when each Service/s reflected in the Schedule/s is commissioned by The Company for use by the Subscriber irrespective of whether or not the Subscriber uses the Service/s;
- 1.7 "Initial Period" means the initial contract term of the Service/s, as set out in the Subscription Form hereto;
- 1.8 "Proprietary Information" means any and all trade secrets and data/information of a proprietary and/or confidential nature, including data/information that the parties should reasonably have known to be proprietary or confidential;
- 1.9 "Service/s" means all the service/s provided by The Company as specified in the Subscription Form attached to this Agreement, including all software and equipment necessary for the provision of the Service/s;
- 1.10 "Service Specification Schedule" means the Subscription Form attached hereto wherein the service specifications of the Service/s are specified;
- 1.11 "PSTN provider" means public switched telecommunications services providers licensed to provide those services in terms of the Electronic Communications Act 36 of 2005;
- 1.12 "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991.
- 1.13 The clause headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons includes juristic entities and vice versa.

**2. Effective Date and Duration**

- 2.1 The Agreement shall commence upon the Effective Date of the first Service to be provided, or the date upon which the signatory of this agreement takes delivery of Hardware, Software and/or related Services, and shall endure throughout the duration period of the Service/s provided. Should the Effective Date occur after the date of signature of the Agreement, nothing herein contained shall be construed so as to give either party the right to cancel or rescind the Agreement before the effective date.
- 2.2 If at any time during the duration of the Agreement, the Subscriber upgrades / downgrades or amends the Service/s, then the Effective Date in respect of the Service/s as upgraded / downgraded or amended, shall be the date when the upgraded / downgraded or amended Service/s first commences. Such changes will be detailed in an Addendum / Annexure to the original agreement and will be subject to all the Terms and Conditions as set out in this (the original) agreement and duly agreed to.
- 2.3 The duration period of each of the Service/s shall be as specified in the relevant Subscription Form attached hereto.
- 2.4 Effective at the end of the initial Period, either party hereto shall be entitled to terminate this Agreement by way of 30 (thirty) days prior written notice of termination on all month to month agreements and 90 (ninety) days prior written notice of termination on all 12 (twelve), 24 (twenty four), 36 (thirty six), 48 (forty eight) and 60 (sixty) month agreements. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods on the monthly, 12, 24, 36, 48 and 60 month periods, each on terms and conditions set out in the Agreement and Subscription Form.
- 2.5 Should the Subscriber cancel a service at any time during the initial Period, or due to the Subscriber's failure to comply with the terms of this Agreement, the Subscriber shall pay About IT ONLINE the settlement fee as calculated by multiplying the total Subscriber's fees amount by the number of remaining months, including any other amounts due as per the Subscription Form.
- 2.6 These service cancellations will only be accepted once a signed cancellation letter has been faxed to The Company. All services must be cancelled before the 25th of the month.
- 2.7 By accepting our Terms & Conditions, you agree with the Privacy Policy, Acceptable Use Policy (AUP) and all other policies found on our website. The website url is www.aboutitonline.co.za

**3. Charges and Payment**

- 3.1 All Service/s provided are to be billed as of the Effective Date in respect of each Service. In the event of a single Service consisting of a number of components, billing will commence for each respective component of that Service as and when each component of that Service goes live.
- 3.2 The Subscriber is responsible for and agrees to pay to The Company all fees for the Service/s specified in the Subscription Form in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
- 3.3 Unless otherwise specified or arranged consultation fees will be subject to the standard callout and travel fees of The Company.
  - 3.3.1 Client will sign any and all quotations before orders are placed.
  - 3.3.2 All The Company quotations are valid for 7 (seven) days and may be withdrawn or amended without penalty.
  - 3.3.3 Hardware quotations are based on the current rate of exchange and are subject to the Rand / US\$ exchange rates to be sourced from third party parties.
  - 3.3.4 Tasks not explicitly included or allowed for, will attract standard support charges as determined by The Company.
- 3.4 All prices specified in the Subscription Form exclude:
  - 3.4.1 VAT and any other any taxes and duties including any regulatory surcharge, which the Subscriber becomes obligated to pay by virtue of this Agreement, and
  - 3.4.2 PSTN provider service fees, for which Subscriber agrees to make payment directly to the PSTN provider on such terms as are agreed between the PSTN provider and Subscriber, and shall at all times be the responsibility of the Subscriber.
- 3.5 Invoicing will be processed and delivered in advance, and all invoices for Services shall be settled by the 7<sup>th</sup> of the month.
- 3.6 About IT Online's monthly statement of charges shall be prima facie proof of the amounts owed by

the Subscriber to About IT Online.

- 3.7 In the event of any dispute arising as to the amount or calculation of any fee or charge to which The Company is entitled, the dispute shall be referred for determination to The Company's auditors. They shall act as experts and their decision shall be final and binding on The Company and Subscriber. The cost of the determination shall be paid on demand by the party against whom the determination is made, or as determined by the said auditors.
- 3.8 Any amount falling due for payment by Subscriber to The Company in terms of or pursuant to this Agreement which is not paid on its due date shall bear interest calculated from the due date for payment thereof until date of payment, at a rate equal to the prime overdraft rate plus two percent (2%) from time to time, monthly in arrears.
- 3.9 The Subscriber agrees that payment shall only have been made to The Company when the monies remitted by the Subscriber have been received into The Company's bank account. Should any debit order be returned unpaid or stopped for whatever reason or should The Company exercises its right to suspend the provision of the Services due to late or non-payment of any monies due in terms thereof by the Subscriber, then the Subscriber shall pay an administration charge of R150 for each such non-payment, suspension or any other breach of this Agreement. Such amounts shall be liable upon demand by The Company. Defaulters details will be listed on ITC Transunion.
- 3.10 In the case of default payment, The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of About IT Online whose status need not be proved shall entitle About IT Online to apply for judgement against the Subscriber and to obtain summary judgment or provisional sentence, as the case may be.
- 3.11 The signatory hereby binds himself / herself in his / her capacity as surety and co-principle debtor in solidum with the Subscriber for performance of all obligations of the Subscriber hereby waiving the legal exception of excussion and division.
- 3.12 The Company shall be entitled from time to time on 30 (thirty) days prior written notice thereof to Subscriber to increase the monthly fees referred to in the Subscription Form.
- 3.13 Invoices will be processed and emailed to the Subscriber's designated administrative contact indicated in the Subscription Form to which this document is attached, unless the Subscriber gives its written request for delivery of invoices by means other than email, or that the email details of the administrative contact have been changed.

**4. Subscriber's Obligations**

- 4.1 The Subscriber shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Subscriber passes. In particular, the Subscriber shall at all times comply with The Company's Acceptable Use Policy available at [www.aboutitonline.co.za](http://www.aboutitonline.co.za).
- 4.2 The Subscriber shall not commit nor attempt to commit any act or omission which directly or indirectly:
  - 4.2.1 damages in any way The Company's technical infrastructure or any part thereof;
  - 4.2.2 impairs or precludes The Company from being able to provide the Service/s in a reasonable and businesslike manner;
  - 4.2.3 constitutes an abuse or malicious misuse of the Service/s; or is calculated to have the abovementioned effect. In such an event, should The Company incur expenses to remedy the situation, The Company reserves the right to charge the Subscriber the amount necessary to cover The Company's additional expenditure. Notwithstanding the above, The Company reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
- 4.3 The Subscriber is prohibited from selling, reselling or otherwise dealing with the Service/s in any manner whatsoever. Without limitation to the aforementioned, any consideration which Subscriber may receive whilst acting in breach of this prohibition shall be forfeited to The Company.
- 4.4 The Subscriber is prohibited from allowing any person other than its employees or other authorised parties, access to the Service/s through any of Subscriber's equipment, personnel and/or address.
- 4.5 The Subscriber is prohibited from modifying any equipment (including but not limited to router equipment) utilised by the Subscriber to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.
- 4.6 The Subscriber shall at all times adhere to and ensure compliance with the Subscription Form.
- 4.7 Under no circumstances may the Subscriber resile from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against The Company, its servants, its agents or any other persons for whom it may be liable in law (and in whose favour this provision constitutes a stipulation alteri) if The Company interrupts the Service to the Subscriber as it would be entitled to do if Subscriber is in default of any of its obligations under this Agreement to The Company.
- 4.8 The Subscriber may not at any time use the Service in contravention of any South African law. In particular, the Subscriber 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 Service and/or its use. Subscriber acknowledges that The Company has no obligation to assist Subscriber in this regard.

**5. Warranties**

- 5.1 Save as expressly set out in this Agreement, The Company does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the Service/s and all warranties which are implied or residual at common law are hereby expressly excluded.
- 5.2 Without limitation to the generality of 5.1 above, The Company does not warrant or guarantee that the information transmitted by or available to Subscriber by way of the Service/s:
  - 5.2.1 will be preserved or sustained in its entirety;
  - 5.2.2 will be delivered to any or all of the intended recipients;
  - 5.2.3 will be suitable for any purpose;
  - 5.2.4 will be free of inaccuracies or defects or bugs or viruses of any kind; or
  - 5.2.5 will be secured against intrusion by unauthorised third parties; and The Company assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 5.

**6. Exclusion of Liability**

- 6.1 Except as otherwise expressly provided herein to the contrary, The Company shall not be liable to Subscriber or any third party for any loss or damage of whatsoever nature and/or howsoever arising (including consequential or incidental loss or damage which shall include but shall not be limited to loss of property or of profit, business, goodwill, revenue, data or anticipated savings) or for any costs, claims or demands of any nature whether asserted against The Company or against Subscriber by any party, arising directly or indirectly out of the Service/s, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be.
- 6.2 Subject to clause 6.1 above, the entire liability of The Company and the Subscriber's exclusive



remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by Subscriber under this Agreement for the period of 3 (three) months preceding the Subscriber's written notice to The Company in respect of such claim.

- 6.3 The Subscriber hereby indemnifies The Company against and holds The Company harmless from any claim by any third party arising directly or indirectly out of access to or use of the Service/s or information obtained through the use thereof or in respect of any matter for which liability of The Company is excluded in terms of clause 6.1 above.
- 6.4 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, and all liability on the part of The Company of any loss or damage (whether direct or consequential) thereby incurred or for any costs, claims, or demands of any nature arising there from, is excluded, and the provisions of clause 6.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Service/s be suspended by The Company for the purpose aforementioned for a period in excess of 96 (ninety six) consecutive hours, The Company shall give Subscriber credit in an amount which represents a pro rata portion of Subscriber's basic monthly subscription fee for the month during which the said suspension occurred.
- 6.5 Where the Service/s provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, The Company reserves the right in its absolute discretion and after the receipt by The Company of any complaint from any governmental department, or any other third party (including but not limited to any Internet industry body or any other organisation) that Subscriber's web site contains information that infringes against any third party's rights in terms of the Constitution of the Republic of South Africa, the Electronic Communications and Transactions Act, any other legislative enactment or regulation in force from time to time, or is defamatory in nature, to immediately give written notice to Subscriber of The Company's intention to remove the offending information or any portion thereof from Subscriber's web site. Should such offending information not be removed from the web site by Subscriber within 24 hours of written notice to that effect, The Company shall be entitled to immediately remove the offending information or any portion thereof from Subscriber's web site, or where it is not possible to remove such content, to terminate the Hosting Services of such Subscriber. Any removal or termination by The Company shall in no way constitute a breach by The Company of this Agreement.

**7. Documentation**

- Any specifications, descriptive matter, drawings and other documents furnished by The Company to the Subscriber from time to time:
- 7.1 do not form part of this Agreement and may not be relied upon, unless they are agreed in writing by both parties hereto to form part of this Agreement;
- 7.2 shall remain the property of The Company and shall be deemed to have been imparted by it in trust to Subscriber for the sole use of Subscriber. All copyright in such documents vests in The Company. Such documents shall be returned to The Company on demand.

**8. Breach**

- 8.1 Subject to the provisions of clause 8.3 to the contrary, if the Subscriber hereto:
- 8.1.1 breaches any of the terms or conditions of this Agreement and fails to remedy such breach or pay such amount, as the case may be, within 7 (seven) days after the receipt of written notice from The Company;
- 8.1.2 commits any act of insolvency;
- 8.1.3 endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice The Company's rights hereunder or at all;
- 8.1.4 allows any judgement against it to remain unsettled for more than 10 (ten) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or
- 8.1.5 is placed in liquidation or under judicial management (in either case, whether provisionally or finally) or, being an individual, his estate is sequestrated or voluntarily surrendered;

Then The Company shall have the right, without prejudice to any other right which it may have against Subscriber, to:

- a) suspend or terminate the Services;
- b) treat as immediately due and payable all outstanding amounts which would otherwise become due and payable over the unexpired period of the Agreement, and to claim such amounts as well as any other amounts in arrears including interest and to cease performance of its obligations hereunder as well as under any other contract with the Subscriber until Subscriber has remedied the breach; and/or
- c) cancel this Agreement; in any event without prejudice to The Company's right to claim damages.

- 8.2 The Subscriber shall be liable for all costs incurred by The Company in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs to an attorney and on client scale whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.
- 8.3 Subject to what is set out in Clause 8.1.1 above, The Company shall be entitled to suspend the provision of the Services where the Subscriber breaches any provision of this Agreement or where any payment to The Company is overdue by more than 30 (thirty) days. The Subscriber remains liable for the applicable charges payable by it in the terms of the agreement during the period of suspension.

**9. Intellectual Property**

- 9.1 Notwithstanding anything set out in Clause 10 below, all intellectual property (including, without limitation, copyright, trademarks, designs and patents) relating to or used in connection with the Service/s provided under this Agreement shall belong to The Company. The Subscriber undertakes that it shall at no time, have any right, title or interest in the intellectual property and agrees that it shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software owned by The Company, or any of its third party suppliers.
- 9.2 Subscriber warrants that it shall not use the Service/s to produce, host or present any content in contravention of any person's intellectual property rights, and in particular warrants that it shall recognize, acknowledge and use any content in accordance with any third party's intellectual property rights. Subscriber furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to third parties.

**10. Protection of Proprietary Information**

- 10.1 Each party will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use to that which is provided for in this Agreement. Either party acknowledges that unauthorised disclosure or use of Proprietary Information may cause substantial

economic loss. All printed materials, containing Proprietary Information will be marked with "Proprietary" or "Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information shall not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for either party's authorized use. Each such copy, including its storage media, will be marked with all notices, which appear on the original.

- 10.2 Each party shall ensure that its employees comply with its obligations under this clause 10.
- 10.3 This clause 10 shall survive termination or cancellation of this Agreement.
- 10.4 This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party.

**11. Cession**

The Subscriber shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third party unless consented to in writing by The Company.

**12. Lien**

The parties agree that in the event of a breach of this Agreement by Subscriber which causes The Company to suffer damages of any nature whatsoever, The Company shall not be required to attach any of Subscriber's hardware in execution, and shall be entitled to retain a lien over such hardware in reduction of any debt due by Subscriber to The Company.

**13. Force Majeure**

- 13.1 The Company shall not be liable for non-performance under this Agreement to the extent to which the non performance is caused by events or conditions beyond the control of The Company, provided that The Company makes all reasonable efforts to perform.
- 13.2 It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of The Company and the force majeure provisions shall apply:-
- 13.2.1 a PSTS provider fault that affects the Service/s; and/or
- 13.2.2 the non-performance, inability to perform or delay in performance by the PSTS provider relating to the provisioning of equipment, services and/or facilities to The Company that affects the Service/s; and/or
- 13.2.3 acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts or war or public enemy, illegal strikes, interruption of transport, lockouts, flood, storm or fire.

**14. Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with South African law by a South African court having jurisdiction.

**15. Domicilium Citandi Et Executandi**

For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the serving of any process, Subscriber chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the Subscription Form to which these Standard Terms and Conditions are attached. The Company chooses its domicilium citandi et executandi ("domicilium") at 86 Skilpad Street, Monument Park, Pretoria, South Africa. Either party shall be entitled from time to time to vary its domicilium and shall be obliged to give notice to the other within ten (10) days of the said change. Any notice which either party may give to the other shall be posted by prepaid registered post or hand delivered to the other party's domicilium and shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the tenth (10th) day after the date of posting or on the day of delivery as the case may be.

**16. General**

- 16.1 No variation, amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by a duly authorized representative from both The Company and Subscriber.
- 16.2 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth in it.
- 16.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between Subscriber and The Company or not.
- 16.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its right under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.
- 16.5 In the event that any provision of this Agreement conflicts with any statute, ruling or order of any governmental or regulatory body from time to time, then such provision of this Agreement shall be controlled by the statute, ruling or order.
- 16.6 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.
- 16.7 In the event of any expiration, termination or cancellation of this Agreement, provisions hereof which are intended to continue and survive shall so continue and survive. In particular, termination or cancellation of this Agreement shall not affect any rights or duties arising under it with respect to Proprietary Information as set out in Clause 10 above.
- 16.8 The terms and conditions appearing in the Schedule(s) hereto are hereby incorporated into the Agreement. In the event of any conflict between the Standard Terms and Conditions of this Agreement and those appearing in any Schedule/s hereto, these Standard Terms and Conditions shall prevail. In respect of any conflict in respect of pricing in the Agreement or the Schedules hereto, the costs set out in the Cost Schedule shall prevail.
- 16.9 These terms and conditions, together with the Schedule(s), Annexures and attachments hereto, constitute the whole of the agreement between The Company and Subscriber relating to the subject matter hereof, notwithstanding anything in Subscriber's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

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