



2A Pinewood Park
18 Underwood Road
Pinetown, 3610

Tel - (031) 701 5709
Fax - (031) 709 3668
E-mail - info@easy2usekzn.co.za

CC Reg no. 2002 / 011210 / 23

Internet Services Agreement

INFORMATION SCHEDULE

SECTION 1 - COMPANY / CLIENT INFORMATION

Name:	<input type="text"/>	Surname:	<input type="text"/>
Position:	<input type="text"/>	Company Name:	<input type="text"/>
Co Reg Number:	<input type="text"/>	Vat Number:	<input type="text"/>
Postal Address:	<input type="text"/>	Physical Address:	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	Postal Code: <input type="text"/>		Postal Code: <input type="text"/>
Tel No:	<input type="text"/>	Cell No:	<input type="text"/>
Fax No:	<input type="text"/>	E-mail:	<input type="text"/>

SECTION 2 - INTERNET SERVICES

Type of Connection: ADSL 384: ADSL 512: ADSL 4096:

ADSL Fixed Cap: 1GB: 2GB: 3GB: 5GB: 10GB: 15GB: 20GB: 30GB:

 40GB: 50GB:

ADSL Uncapped (Home and Office): 384kbps Line Speed: 512 kbps Line Speed: 4096kbps Line Speed:

ADSL Uncapped (Business): 384kbps Line Speed: 512 kbps Line Speed: 4096kbps Line Speed:

SECTION 4 - COST BREAKDOWN

Description:	QTY	Monthly Cost excl VAT
4. Internet Service required: _____	<input type="text"/>	<input type="text"/>
Total excl VAT :		<input type="text"/>
VAT:		<input type="text"/>
Total incl. VAT :		<input type="text"/>

Please visit our website by clicking on the following link to view updated pricing - www.easy2usesiteskzn.co.za/broadband-adsl.htm

AGREEMENT

1. PARTIES

The parties to the Agreement are:

- 1.1. Easy2usesites KZN CC Registration Number – 2002/011210/23 (EASY2USESITES KZN) having its principal place of business at 2A Pinewood Park, 18 Underwood Road, Pinetown or any division, subsidiary or affiliate of it, and
- 1.2. The Client (the Client), whose details are set out in SECTION 1 of this Agreement. Where the Client is not a natural person, the person signing on behalf of the Client warrants their authority to act on behalf of the Client, failing which authority such person shall be personally liable for all obligations under this Agreement.

2. DEFINITIONS

- 2.1. the/this "Agreement" means this written document together with the schedules headed "Information Schedule" and "Debit Order Instruction" and all other written appendices, annexures, exhibits or amendments attached to it from time to time
- 2.2. the "Service" shall mean products and services provided by EASY2USESITES KZN as set out in SECTION 2 and 3 of the Information Schedule in terms of this Agreement and any additional products and services, and "Services" shall be construed accordingly;
- 2.3. the "Information Schedule" is the page/s reflecting the Client information in section 1, the product information in section 2 and 3 and the product cost in section 4 thereof and all information reflected therein which, on acceptance by EASY2USESITES KZN, forms part of the terms and conditions of this Agreement.
- 2.4. "prohibited content" shall include any content deemed unsuitable by international internet standards or by EASY2USESITES KZN in its sole discretion or any content or operation causing unfair consumption of bandwidth including, without limitation: pornography or high-traffic adult entertainment, links to pornography or adult entertainment, material considered illegal by any South African or United States Federal legislation, unauthorized copyrighted material, pirated software, hackers programs, archives or related material, illegal MP3's, own CGI chatrooms, IRC or IRC bots, proxy servers, unauthorised gaming server software, Ultimate BBS, Ikonboard, IRC Egg Drops, nph-proxy, the Anonymizer, any soap mailers and IRC servers.

3. COMMENCEMENT AND DURATION

- 3.1. The Client acknowledges that this Agreement is subject to EASY2USESITES KZN's acceptance of the Client's request for Services as set out in the Information Schedule.
- 3.2. This Agreement shall commence on EASY2USESITES KZN's acceptance of the Client's request for Services which shall be communicated by written confirmation failing which by the provision of the Services applied for by the Client. Either party may terminate this Agreement (or any specific product applied for) on one calendar month's notice to the other.
- 3.3. EASY2USESITES KZN is not obliged to provide all or any Services requested. EASY2USESITES KZN's obligations in terms of this Agreement are limited to those Services that it in its sole discretion provides.
- 3.4. The Client shall be entitled to upgrade to a higher service or product (as determined by EASY2USESITES KZN in its sole discretion), on the same terms and conditions as this Agreement save for any change in price or other product-specific criteria.

4. PAYMENTS

- 4.1. All fees payable in terms of this Agreement shall be payable monthly in advance by debit order as per the attached Debit Order Instruction.
- 4.2. EASY2USESITES KZN shall be entitled to increase any charges payable by the Client on thirty days notice, which notice may include notice by email.
- 4.3. The Client shall not be entitled to any setoff, discount, refund, or other credit in respect of any suspension or interruption of or delay in the Service, or where in any month the Client has utilized less than the minimum bandwidth specified.
- 4.4. Should the Client fail to pay any amount owing to EASY2USESITES KZN on due date, EASY2USESITES KZN shall be entitled, in its discretion and without prejudice to any other rights it may have, to cancel this Agreement without notice to the Client, or to suspend performance of its obligations pending payment in full by the Client.
- 4.5. In the event that the Client's payment is stopped, unmet by its bank or returned unpaid, EASY2USESITES KZN shall be entitled to charge the Client a processing fee of R 150.00 per failed payment, along with all other fees outstanding and any legal costs incurred.
- 4.6. Any payment due to EASY2USESITES KZN not made within seven days of the due date thereof or shall bear interest at a rate of 2% per annum above the prime bank rate of interest quoted by Standard Bank from time to time.
- 4.7. The Client shall, on demand, pay to EASY2USESITES KZN all costs and expenses incurred by EASY2USESITES KZN in enforcing the terms of this Agreement on an attorney and Client scale, whether incurred prior to or during institution of legal proceedings or if judgment has been granted, in connection with the satisfaction of such judgment.
- 4.8. The Client agrees that in the event that any amounts are owing to EASY2USESITES KZN by the Client and EASY2USESITES KZN being in possession of any of the Client's property, EASY2USESITES KZN shall have a bona fide lien over such property and shall have the right to retain such property until all outstanding amounts have been paid to EASY2USESITES KZN.

5. DISCLAIMER FOR LIABILITY

- 5.1. The Client shall have no claim against EASY2USESITES KZN and the Client hereby indemnifies and holds EASY2USESITES KZN free from liability in respect of any loss, damage or cost caused by or arising from:
 - 5.1.1. any fact or circumstances beyond the reasonable control of EASY2USESITES KZN and/or any downtime, outage, interruption in or unavailability of any of the Services or the EASY2USESITES KZN network infrastructure as a result of or attributable to software or hardware service, repair, maintenance, upgrades modification, alterations, replacement or relocation of premises,
 - 5.1.2. any impediment beyond its control or that may, without limitation, result from events such as war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters including destruction by lightning, explosions, fires, destruction of machines, of factories and of any kind of installations, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, acts of authority, whether lawful or unlawful.
 - 5.1.3. the non-performance or unavailability of any of the services provided by Telkom or in any international service or remote mail server, or of any external communications network to which the Client's server or the EASY2USESITES KZN network is connected,
 - 5.1.4. The service, repair, maintenance, upgrades, modification, alterations or replacement of any hardware forming part of the Client's Service or any faults or defects of whatever nature in such hardware;

- 5.1.5. any infringement of the Client's rights of privacy and/or any other rights (including those of any other person or entity), any breach of security, confidentiality, or any damage, contamination or corruption of any kind of the Client's data, material, information and/or content howsoever occasioned.
- 5.1.6. without limiting the forgoing, any fact, cause or circumstances whatsoever and howsoever arising if EASY2USESITES KZN has substantially performed its obligation under this Agreement.
- 5.2. Notwithstanding anything to the contrary contained in this Agreement or in any addendum or annexure to this Agreement, the Client shall have no claim against EASY2USESITES KZN and the Client hereby indemnifies and holds EASY2USESITES KZN free from liability in respect of any loss, damage or cost which is indirect, consequential or incidental in nature.

6. USE LIMITATIONS

- 6.1. The Client shall:
- 6.1.1. acquire and maintain its own equipment to access and use the Services and ensure that its equipment is equipped and updated regularly with current industry-standard virus-scanning software;
- 6.1.2. ensure that its private login names, passwords and other confidential information remains confidential;
- 6.1.3. not abuse or make fraudulent use of the Services, which abuse or fraud shall be construed to include without limitation:
- 6.1.4. the presence, use or accessing of any prohibited content;
- 6.1.5. any illegal or unlawful activity;
- 6.1.6. the collection, development or distribution of malicious code such as worms, trojans, or viruses;
- 6.1.7. to commit or attempt to commit any denial of service attack, hacking or cracking activities against any computer, network, or individual;
- 6.1.8. the distribution or receiving of bulk mail or unsolicited mail from any e-mail address hosted or operated on an EASY2USESITES KZN server including E-mail or UseNet spam which points to any domain hosted on any EASY2USESITES KZN Server;
- 6.1.9. the distribution of material which encourages or instigates hate speech, sexism, racism or violence;
- 6.1.10. the circumvention of copy-protection mechanisms;
- 6.1.11. the accessing of websites, data or databases to which the Client is not authorised or otherwise entitled to access;
- 6.1.12. assisting or allowing any third person to do any of the foregoing; or
- 6.1.13. using the Services in such a manner as to unreasonably interfere with the use of or access to the services provided by EASY2USESITES KZN by any of its other customers or authorised person.
- 6.2. The Client hereby agrees that it is solely responsible for all access to and use of all Services accessed through the Client's personal login and password. The Client hereby agrees that it will be liable for all access to and use of the Services accessed through the Customer's personal login and password.
- 6.3. The Client indemnifies and holds EASY2USESITES KZN free from liability against any claims made against it by any third party/ies for infringement of that third party/ies's copyright, patent, or other proprietary rights by the Client or any other party having committed such infringement through or by means of the Client's access to the Services.
- 6.4. EASY2USESITES KZN reserves the right to take any action it deems necessary at any time to preserve the security and reliable operation of the network.
- 6.5. Any breach of the use limitations may result in the immediate suspension of the Services without notice or refund. EASY2USESITES KZN will not be held liable for any material or content used by any Client in contravention of the use limitations and will hand over an offender's account details and personal records to the SAPS, FBI or Interpol for prosecution purposes if requested.

7. MAINTENANCE AND REPAIR

EASY2USESITES KZN may temporarily suspend its obligations in terms of this Agreement in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of EASY2USESITES KZN Services. EASY2USESITES KZN will, where possible, provide prior notice of any of such suspension to the Client. The Client shall not be entitled to any set off, discount, refund or other credit in respect of any such suspension of the Service nor in respect of any suspension that is beyond EASY2USESITES KZN's control.

8. CESSION, DELEGATION OR ASSIGNMENT

- 8.1. The Client shall not cede, assign or delegate or in any manner whatever transfer (including but not limited to the sub-letting or the re-sale of the bandwidth, disk space, server capacity or web hosting) of any of its rights or obligations under this Agreement without the prior written consent of EASY2USESITES KZN. In the event of any changes in the controlling interest in the Client, EASY2USESITES KZN shall be entitled to cede or transfer this Agreement to the new controlling party. The Client shall notify EASY2USESITES KZN of any changes in its controlling interest within fourteen days of such change.
- 8.2. EASY2USESITES KZN shall be entitled to transfer, cede, assign or delegate all or any of its rights or obligations under this Agreement to an affiliate of EASY2USESITES KZN or to any third party.

9. DOMICILIUM

- 9.1. Parties elect the following addresses as their respective domicilium citandi et executandi:
- EASY2USESITES KZN : 2A Pinewood Park, 18 Underwood Road, Pinetown;
 - the Client : its address as set out in section 1 of the Information Schedule
- 9.2. Either party may change their above addresses by giving 30 days written notice thereof to the other.

10. SUPPORT FEE

- 10.1 Any work required by the Client other than those provided for in the monthly fee for the Services in terms of this agreement will be charged at EASY2USESITES KZN's hourly rate as set from time to time

I/we agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.

Assignment:

I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may cede or assign any of its rights to Netcash (Pty) Ltd and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed at _____ on this ____ day of _____ 200 ____

SIGNATURE
(as used for signing cheques)
