

SUBSCRIPTION FORM

Company			
Company Reg No		VAT Number	
Title	First Name	Surname	
ID No			Date
Telephone (W)		Telephone (H)	
Fax			Cellular
Physical Address			
Postal Address			
E-mail Address			
Where did you hear about us?			
Sales Person			

Dial-up Username			
Username		Password	
Mailbox		Password	
		Alias From	
		Alias to	
1		1	
2		2	
3		3	

New Domain Registration			
1 st Choice			
2 nd Choice			
Existing Domain Transfer			
Domain 1			
Domain 2			

ISP SERVICES

Corporate Connectivity

3G HSDPA Broadband

Wireless Access

VOIP Solutions

WEB and Mail Services

Wireless Broadband

Design Solutions

ADSL Access

Server Hosting Services

Firewall Solutions

Leased Lines

Virtual Server Hosting

ABOUT US

About IT Online strives to be the premier provider of Internet services -- premier in the sense of quality, reliability, and commitment to providing the right solution for the customer each and every time.

We have a commitment to excellence that is pervasive throughout our organization and throughout the services we provide. We strive to meet and surpass our customers' expectations.

We stay abreast of new technologies and adopt them when they are sufficiently stable and suitable in order to keep our customers on the cutting edge.

We have a philosophy of continuous improvement. We are always working to improve the quality and efficiency of our operation.

It is this dedication and attention to our customers that makes About IT Online the best choice for Internet and Data Communication Services today... and well into the future.

PLEASE FAX COMPLETED FORM TO 086 678 9556

FOR SUPPORT PHONE 0861 GET ONLINE (438 665)

CAPPED ADSL ACCESS

GET Capped ADSL (Tick where applicable)

	Pay as you use	1GB	2GB	3GB	5GB	7GB	10GB	20GB
Monthly Charge	R 107	R 107	R 189	R 247	R 408	R 548	R 780	R 1452
Contract Period	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Bandwidth	1 GB	1 GB	2 GB	3 GB	5 GB	7 GB	10 GB	20 GB
Telkom line required	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Statistics	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

UNCAPPED ADSL ACCESS

GET Uncapped ADSL Access (Tick where applicable)

	Business ADSL 512kb	Business ADSL 1024kb	Business ADSL 384kb Express Shaped	Business ADSL 512kb Express Shaped	Business ADSL 1024kb Express Shaped
Monthly Charge	R 1653	R 3306	R 1072	R 1471	R 2816
Contract Period	24 Months	24 Months	12 Months	12 Months	12 Months
Set-up Fee	R 1752	R 1752	-	-	-
Upgrade / Downgrade	R 1752	R 1752	-	-	-
Telkom Line Required	Yes	Yes	Yes	Yes	Yes
Upload Speed	256k	256k	256k	256k	256k
Download Speed	512k	1024k	384k	512k	1024k
Uncapped Local and International Bandwidth	Yes	Yes	Yes	Yes	Yes
Router Included	Yes	Yes	No	No	No
Statistics	Yes	Yes	Yes	Yes	Yes
Static IP Addresses	5	5	-	-	-
Additional Comments	Lightning Protection Unit Provided / No threshold			Threshold Applicable	

UNCAPPED WIRELESS ACCESS

GET Uncapped Wireless Access (Tick where applicable)

	Wireless 512kb Shaped	Wireless 1024kb Shaped	Wireless 1024kb Unshaped	Wireless 2048kb Unshaped
Monthly Charge	R 2059	R 3946	R 6622	R 10 428
Contract Period	12 Months	12 Months	12 Months	12 Months
Set-up Fee	R 3332	R 3332	R 7410	R 7410
Activation Fee	R 668	R 668	R 970	R 970
Telkom Line Required	No	No	No	No
Upload Speed	256k	384k	512k	1024k
Download Speed	512k	1024k	1024k	4096k
Uncapped Local and International Bandwidth	Yes	Yes	Yes	Yes
Router Included	Yes	Yes	Yes	Yes
Statistics	Yes	Yes	Yes	Yes
Static IP Addresses	4	4	4	4
Additional Comments	Lightning Protection Unit Provided. Installation on one to four computers		Lightning Protection Unit Provided. Installation up to switch only	

GET ADSL Line Rental (Tick where applicable)

	384Kbs DSL Line	512Kbs DSL Line	1024 / 4096Kbs DSL Line
Monthly Charge	R 152	R 326	R 413
Contract Period	Monthly	Monthly	Monthly
Number to be converted			
Telkom Account Name			
Additional Comments	- Please note that only the above amount will be billed by About IT Online. All other related line charges and call charges will be billed by Telkom - Telkom can take between 6 – 8 weeks to install a new line - Please note that there is a 30 notice period on DSL services		

WIRELESS BROADBAND ACCESS

GET 3G HSDPA Access (Tick where applicable)

No Modem					
	250 MB	500 Mb	1 GB	2 GB	5 GB
Monthly Charge	R 149	R 217	R 331	R 559	R 1357
Activation Fee	R 113	R 113	R 113	R 113	R 113
Modem	No	No	No	No	No
Contract Period	6 Months	6 Months	6 Months	6 Months	6 Months
Bandwidth	250MB	500MB	1GB	2GB	5GB
USB (iCon 225) or PCMCIA (Globe Trotter HSDPA) Modem					
	250 MB	500 Mb	1 GB	2 GB	5 GB
Monthly Charge	R 217	R 285	R 399	R 627	R 1425
Activation Fee	R 113	R 113	R 113	R 113	R 113
Modem	Yes	Yes	Yes	Yes	Yes
Contract Period	24 Months	24 Months	24 Months	24 Months	24 Months
Bandwidth	250MB	500MB	1GB	2GB	5GB

GET 3G Hardware Options (Tick where applicable)

	PCMCIA – 3G Refurbished Card	PCMCIA – Globe Trotter HSDPA	PCMCIA – Opticon “Cingular” GT Max	USB – Icon 225	HSDPA Router – Globe Surfer 2
Once off charge	R 627	R 1482	R 2736	R 1710	R 3990
Contract Period	-	-	-	-	-

MICROSOFT and UNIX HOSTING

GET Web Microsoft or Unix Hosting (Tick where applicable)

	Microsoft Hosting		Unix Hosting	
	Entry	Standard	Standard	Advanced
Monthly Charge	R 39	R 55	R 55	R 165
Contract Period	Monthly	Monthly	Monthly	Monthly
Domains	1 Domain	1 Domain	1 Domain	1 Domain
Web Space	5 MB	50 MB	50 MB	100 MB
Mailboxes	1	3	3	10
Aliases and Fax-to-Mail	1	3	3	10
Traffic	600 MB	1 GB	1 GB	1 GB
Additional Comments	FTP Access, Asp.net, Frontpage, CGI Bin			
Domain Name	e.g. aboutit.co.za			

GET Hosting Additional Services (add to above pricing) (Tick where applicable)

	WEB Space	MS SQL Database
Monthly Charge	R 20	R 165
Contract Period	Monthly	Monthly
Set-up Fee	-	-
Space	10MB	40MB

SERVER HOSTING

GET Server Hosting (Tick where applicable)

	Entry Level Server Hosting	Medium Level Server Hosting
Monthly Charge	R 1210	R 2640
Contract Period	24 Months	24 Months
Shared Local and International Bandwidth	512k / 128k	1024k / 512k
IP Addresses	1	1
Domain Hostings	50	100
Bandwidth Graphs	Yes	Yes
Additional Comments	Please contact our sales representatives for customized Server Hosting solutions.	

GET Server Hosting Optional Services (Tick where applicable)

	Firewall	Rsync backup Solution per GB storage
Monthly Charge	R 358	R 50
Contract Period	Monthly	Monthly

GET VIRTUAL Server Hosting Shared bandwidth (Tick where applicable)

	Virtual Server Hosting 20 GB	Virtual Server Hosting 80 GB
Monthly Charge	R 999	R 1999
Set-up Charge	R 1140	R 1140
Contract Period	12 Months	12 Months
Memory	512 MB	1 GB
Storage Space	20 GB	80 GB
High Availability & Performance Optimisation	Yes	Yes
Monitoring and Support	1 Hour	1 Hour
Hardware Threshold Monitoring	Yes	Yes

GET VIRTUAL Server Hosting Optional Services (Tick where applicable)

	Operating System Installation	Data Backup	Support and Maintenance p/h	Hosted Control Panel with OS	Additional Storage per GB
Once off Charge	R 1500	R 500	R 500 (per hour)	R 2500	-
Monthly Charge	-	R 1500	-	R800	R 25

GET ADDITIONAL SERVICES

GET E-mail (Tick where applicable)

	GET E-mail 1	GET E-mail 5	GET E-mail 15	GET E-mail 30
Monthly Charge	R 15	R 65	R 165	R 300
Contract Period	Monthly	Monthly	Monthly	Monthly
Mailboxes	1	5	15	30
Value Added Services	1 Alias, 1 Fax to Mail, Virus Scanning and Anti-Spam	5 Alias, 5 Fax to Mail, Virus Scanning and Anti-Spam	15 Alias, 15 Fax to Mail, Virus Scanning and Anti-Spam	30 Alias, 30 Fax to Mail, Virus Scanning and Anti-Spam

GET Groupware E-Mail (Monthly Service Fee, Online calendar and contacts, Bandwidth Management, Full group scheduling) (Tick where applicable)

	GET E-mail 5 MS Exchange	GET E-mail 10 MS Exchange	GET E-mail 15 MS Exchange	GET E-mail 20 MS Exchange
Monthly Charge	R 175	R 350	R 525	R 700
	Monthly	Monthly	Monthly	Monthly
Enterprise Mailboxes	5	10	15	20
Standard Mailboxes	5	10	15	20
Value Added Services	5 Alias, 5 Fax to Mail, Virus Scanning and Anti-Spam	5 Alias, 5 Fax to Mail, Virus Scanning and Anti-Spam	15 Alias, 15 Fax to Mail, Virus Scanning and Anti-Spam	30 Alias, 30 Fax to Mail, Virus Scanning and Anti-Spam
Additional Comments	Groupware Mailboxes allow for full group scheduling capabilities, permissions-based public folders for emails, calendars and contacts, ability to drag and drop items from your mailbox (email, contacts, calendar) to public folders, native Outlook free/busy support in calendar, native Outlook delegate access capabilities, including the ability for a user to define a delegate for their mailbox and the ability to assign specific rights to delegates, such as the right to manage their email, calendar, or tasks, ability to track changes made by delegates, access to user address and other user information in the global directory via the Outlook address book, ability to set message importance and sensitivity.			

GET Additional Services (add to above pricing) (Tick where applicable)					
	Domain Hosting	Domain Redirect	Additional Mailbox Space	International roaming	Fixed IP Address
Monthly Charge	R 11	R 11	R 15	R 30	R 150
Contract Period	Monthly	Monthly	Monthly	Monthly	Monthly
Set-up Fee	-	-	-	R 100	-
Space	-	-	10 MB	-	-

GET Domain Registrations (tick where applicable)					
	.co.za	.com/.net/.org/.info/.biz	.org.za (Non-Profit)	.za.org (Non-Profit)	.mobi
Registration Fee	R 150	R 300	R 300	R 60	R 400
Renewal Fee	R 100	R 300	R 300	R 0	R 400
Contract Period	12 Months	12 Months	12 Months	12 Months	12 Months
Additional Comments	-	-	Fees waived for Non-profit Organisations	-	-

SMS SOLUTION

SMS Solution (Tick where applicable)			
	1 – 9 999 Outbound SMS's	10 000 – 49 999 Outbound SMS's	50 000 or more Outbound SMS's
Monthly Charge	R 57	R 57	R 57
Contract Period	12 Months	12 Months	12 Months
Cost per Message	R 0.36	R 0.32	R 0.30

PAYMENT DETAILS

Payment Details: Please tick the appropriate box					
Monthly Debit Order		Quarterly Payments (renewed 3 Monthly)		Yearly (renewed 12 Monthly)	
Bank		Branch		Branch Code	
Name of Account Holder		Account Number			
Account Type	Cheque	Savings		Transmission	

*Note: Please note that on the monthly subscription offer a debit order needs to be signed. On the Quarterly and Yearly subscription option please sign a debit order, or fax through proof of payment with the subscription form once service is requested. A service will only be activated once payment has been received. Please note that an R150.00 admin charge together with interest at Prime Plus 2% will be charged on overdue accounts (7 days from date of invoice).

I, _____, hereby authorize ABOUT IT Online to withdraw the once off amount of R _____

and a monthly amount of R _____ from my Bank Account as per the details above.

This signed (signature) _____ at _____ on this _____ day of _____ 2009.

**PLEASE FAX COMPLETED FORM TO 086 678 9556
FOR SUPPORT PHONE 0861 GET ONLINE (438 665)**

All prices quoted above are inclusive of VAT.

Please note that a certified copy of your identity document is required with this subscription form.

Please note that this subscription form is subject to the terms and conditions of About IT Online (Pty) Ltd. Terms and Conditions can be found on our website at www.aboutitonline.co.za. Alternatively, the Terms and Conditions can be faxed to you at your request.

Please note if a service is signed during the month, a pro-rata amount will be invoiced for the period of usage and not the full amount.

If a client ACB amount rejects due to insufficient funds, and the account is not settled in full by the 7th of the month, all services will automatically be suspended.

Please note that by signing this, you hereby authorize About IT Online to add any ACB rejection fees as well as any outstanding amounts to the ACB system.

Please note that there will be an R150.00 admin fee to reinstate any suspended services.

Please note that prices are subject to change.

- 1.1 Client will sign any and all quotations before orders are placed.
- 1.2 All ABOUT IT ONLINE (PTY) LTD quotations are valid for 7 (seven) days and may be withdrawn or amended without penalty.
- 1.3 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
- 1.4 Tasks not explicitly included or allowed for, will attract standard support charges as determined by ABOUT IT ONLINE (PTY) LTD
- 1.5 Travelling will be charged at R 4.50 per km.
- 1.6 A minimum of one calendar month notice period will be applicable to all relevant service cancellations. These service cancellations will only be accepted once a signed cancellation letter has been faxed to About IT Online. All services must be cancelled before the 25th of the month.
- 1.7 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.aboutonline.co.za
2. **Definitions and Interpretation**
In this Agreement, the words hereunder will have the meanings assigned to them below:-
 - 2.1 "Agreement" means these Standard Terms and Conditions and any Application Form, Schedules, Annexures and attachments hereto;
 - 2.2 "Contract Value" means the total cost of the Service/s being provided to the Customer by ABOUT IT ONLINE in terms of this Agreement;
 - 2.3 "Service Schedule" means the Service Specification Schedule attached hereto wherein the details and costs of the Service/s are specified;
 - 2.4 "Cost Schedule" means Schedule 1 attached hereto wherein the costs of the Service/s are specified;
 - 2.5 "Customer" means the party specified as Customer on the Application Form to which these Standard Terms and Conditions are attached;
 - 2.6 "Customer Support Schedule" means the schedule attached hereto containing customer support information;
 - 2.7 "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 ABOUT IT ONLINE for use by the Customer irrespective of whether or not the Customer uses the Service/s;
 - 2.8 "Initial Period" means the initial contract term of the Service/s, as set out in the Cost Schedule (Schedule 1) hereto;
 - 2.9 "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;
 - 2.10 "Service/s" means all the Service/s provided by ABOUT IT ONLINE as specified in the Schedules to this Agreement, including all software and equipment necessary for the provision of the Service/s;
 - 2.11 "Service Specification Schedule" means the schedule attached hereto wherein the service specifications of the Service/s are specified;
 - 2.12 "PSTs provider" means public switched telecommunications services providers licensed to provide those services in terms of the Electronic Communications Act 36 of 2005;
 - 2.13 "VAT" means Value-Added Tax as defined in the Value-Added Tax Act 89 of 1991.
 - 2.14 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 include juristic entities and vice versa.
3. **Effective Date and Termination**
 - 3.1 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 ADSL router, or any other stipulated hardware 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.
 - 3.2 If at any time during the currency of the Agreement, the Customer upgrades the Service, then the Effective Date in respect of the Service/s as upgraded shall be the date when the upgraded Service/s first commences.
 - 3.3 The duration period of each of the Service/s shall be as specified in the relevant Service Specification Schedule attached hereto.
 - 3.4 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) and 24 (twenty four) month agreements, to be effective at the end of the initial Period. Failing such notice of termination, the duration of the Service shall thereafter automatically renew for successive periods on a monthly, 12 month or 24 month period, each on terms and conditions set out in the Agreement and Schedules.
4. **Charges and Payment**
 - 4.1 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 the Service as and when each component of that Service goes live.
 - 4.2 Customer is responsible for and agrees to pay to ABOUT IT ONLINE all fees for the Service/s specified in the Cost Schedule in South African currency, without deduction or set-off of any amount of whatsoever nature or for whatsoever reason.
 - 4.3 All prices specified in the Cost Schedule include:
 - 4.3.1 VAT and any other taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement, and
 - 4.3.2 PSTs provider service fees, for which Customer agrees to make payment directly to the PSTs provider on such terms as are agreed between the PSTs provider and Customer, and shall at all times be the responsibility of the Customer.
 - 4.4 Invoicing will be processed and delivered in advance, and all invoices for Services shall be settled monthly within 7 days of the date of invoice.
 - 4.5 In the event of any dispute arising as to the amount or calculation of any fee or charge to which ABOUT IT ONLINE is entitled, the dispute shall be referred for determination to ABOUT IT ONLINE auditors. They shall act as experts and their decision shall be final and binding on ABOUT IT ONLINE and Customers. 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.
 - 4.6 Any amount falling due for payment by Customer to ABOUT IT ONLINE 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.
 - 4.7 ABOUT IT ONLINE shall be entitled from time to time on 30 (thirty) days prior written notice thereof to Customer to increase the monthly fees referred to in the Cost Schedule.
 - 4.8 Invoices will be processed and emailed to the Customer's designated administrative contact indicated in the Application Form to which this document is attached, unless the Customer 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.
5. **Customer's Obligations**
 - 5.1 Customer shall comply strictly with all restrictions imposed on computer networks through which any information and/or data transmitted by Customer passes. In particular, the Customer shall at all times comply with ABOUT IT ONLINE's Acceptable Use Policy available at www.aboutonline.co.za
 - 5.2 Customer shall not commit nor attempt to commit any act or omission which directly or indirectly:
 - 5.2.1 damages in any way ABOUT IT ONLINE's technical infrastructure or any part thereof;
 - 5.2.2 impairs or precludes ABOUT IT ONLINE from being able to provide the Service/s in a reasonable and businesslike manner;
 - 5.2.3 constitutes an abuse or malicious misuse of the Service/s; or is calculated to have the abovementioned effect. In such an event, should ABOUT IT ONLINE incur expenses to remedy the situation, ABOUT IT ONLINE reserves the right to charge the Customer the amount necessary to cover ABOUT IT ONLINE's additional expenditure. Notwithstanding the above, ABOUT IT ONLINE reserves the right to take any other appropriate action it may deem necessary to remedy the situation.
 - 5.3 Customer is prohibited from selling, reselling or otherwise dealing with the Service/s in any manner whatsoever. Without limitation to the foregoing, any consideration which Customer may receive whilst acting in breach of this prohibition shall be forfeited to ABOUT IT ONLINE.
 - 5.4 Customer is prohibited from allowing any person other than its employees or other authorised parties, access to the Service/s through any of Customer's equipment, personnel and/or address.
 - 5.5 Customer is prohibited from modifying any equipment (including but not limited to router equipment) utilised by Customer to receive any of the Service/s, in any way whatsoever, including the changing of any of the settings of such equipment.
 - 5.6 Customer shall at all times adhere to and ensure compliance with the Customer Support Schedule.
 - 5.7 Under no circumstances may Customer resign from this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any right or remedy against ABOUT IT ONLINE, 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 ABOUT IT ONLINE interrupts the Service to Customer as it would be entitled to do if Customer is in default of any of its obligations under this Agreement to ABOUT IT ONLINE or in the circumstances contemplated in clause 7.4 below.
 - 5.8 Customer may not at any time use the Service in contravention of any South African law. In particular, Customer undertakes to familiarise 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. Customer acknowledges that ABOUT IT ONLINE has no obligation to assist Customer in this regard.
6. **Warranties**
 - 6.1 Save as expressly set out in this Agreement, ABOUT IT ONLINE 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.
 - 6.2 Without limitation to the generality of 6.1 above, ABOUT IT ONLINE does not warrant or guarantee that the information transmitted by or available to Customer by way of the Service/s:
 - 6.2.1 will be preserved or sustained in its entirety;
 - 6.2.2 will be delivered to any or all of the intended recipients;
 - 6.2.3 will be suitable for any purpose;
 - 6.2.4 will be free of inaccuracies or defects or bugs or viruses of any kind; or
 - 6.2.5 will be secured against intrusion by unauthorised third parties; and ABOUT IT ONLINE assumes no liability, responsibility or obligations in regard to any of the exclusions set forth in this clause 5.
7. **Exclusion of Liability**
 - 7.1 Except as otherwise expressly provided herein to the contrary, ABOUT IT ONLINE shall not be liable to Customer 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 ABOUT IT ONLINE or against Customer 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.
 - 7.2 Subject to clause 6.1 above, the entire liability of ABOUT IT ONLINE and Customer'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 Customer under this Agreement for the period of 12 (twelve) months preceding Customer's written notice to ABOUT IT ONLINE in respect of such claim.
 - 7.3 Customer hereby indemnifies ABOUT IT ONLINE against and holds ABOUT IT ONLINE 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 ABOUT IT ONLINE is excluded in or in terms of clause 7.1 above.
- 7.4 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 Service/s are provided, the provision of the Service/s may be suspended from time to time, and all liability on ABOUT IT ONLINE of any nature (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 7.1 above shall apply mutatis mutandis to such exclusion. Should the provision of the Service/s be suspended by ABOUT IT ONLINE for the purpose aforesaid for a period in excess of 48 (forty eight) consecutive hours, ABOUT IT ONLINE shall give Customer credit in an amount which represents a pro rata portion of Customer's basic monthly subscription fee for the month during which the said suspension occurred.
- 7.5 Where the Service/s provided include Hosting Services, then, notwithstanding anything to the contrary contained in this Agreement, ABOUT IT ONLINE reserves the right in its absolute discretion and after the receipt by ABOUT IT ONLINE 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 Customer'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 Customer of ABOUT IT ONLINE's intention to remove the offending information or any portion thereof from Customer's web site. Should such offending information not be removed from the web site by Customer within 24 hours of written notice to that effect, ABOUT IT ONLINE shall be entitled to immediately remove the offending information or any portion thereof from Customer's web site, or where it is not possible to remove such content, to terminate the Hosting Services of such Customer. Any removal or termination by ABOUT IT ONLINE shall in no way constitute a breach by ABOUT IT ONLINE of this Agreement.
8. **Documentation**
Any specifications, descriptive matter, drawings and other documents furnished by ABOUT IT ONLINE to Customer from time to time:
 - 8.1 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;
 - 8.2 shall remain the property of ABOUT IT ONLINE and shall be deemed to have been imparted by it in trust to Customer for the sole use of Customer. All copyright in such documents vests in ABOUT IT ONLINE. Such documents shall be returned to ABOUT IT ONLINE on demand.
9. **Breach**
 - 9.1 Subject to the provisions of clause 9.3 to the contrary, if Customer hereto:
 - 9.1.1 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 ABOUT IT ONLINE;
 - 9.1.2 commits any act of insolvency;
 - 9.1.3 endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice ABOUT IT ONLINE's rights hereunder or at all;
 - 9.1.4 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
 - 9.1.5 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; ABOUT IT ONLINE shall have the right, without prejudice to any other right which it may have against Customer, to:
 - a) suspend or terminate the Service/s;
 - b) suspend or 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 Customer until Customer has remedied the breach; and/or
 - c) cancel this Agreement; in any event without prejudice to ABOUT IT ONLINE's right to claim damages.
 - 9.2 Customer shall not be entitled to suspend or terminate this Agreement or to demand the enforcement of any amounts or the enforcement of any rights which it has hereunder, including collection charges and costs of an attorney and own 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.
 - 9.3 Subject to any provision to the contrary in Clause 9.1.1 above, ABOUT IT ONLINE shall be entitled to suspend the provision of the Services where Customer breaches any provision of this Agreement or where any payment to ABOUT IT ONLINE is overdue by more than 30 (thirty) days.
10. **Intellectual Property**
 - 10.1 Notwithstanding anything set out in Clause 11 below, all intellectual property (including, without limitation, copyright, trademarks, designs and patents) relating to the Service/s, and the content of the Service/s, created under this Agreement shall belong to ABOUT IT ONLINE. Customer 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 ABOUT IT ONLINE, or any of its third party suppliers.
 - 10.2 Customer 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 content in accordance with any third party's intellectual property rights. Customer furthermore warrants that it has received all necessary permissions to make use of any intellectual property relating to 3rd parties.
11. **Protection of Proprietary Information**
 - 11.1 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.
 - 11.2 Each party shall ensure that its employees comply with its obligations under this clause 11.
 - 11.3 This clause 11 shall survive termination or cessation of this Agreement.
 - 11.4 This Agreement does not transfer to either party title to any intellectual property contained in any Proprietary Information of the other party.
12. **Cession**
Customer 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 ABOUT IT ONLINE.
13. **Lien**
The parties agree that in the event of a breach of this Agreement by Customer which causes ABOUT IT ONLINE to suffer damages of any nature whatsoever, ABOUT IT ONLINE shall not be required to attach any of Customer's hardware in execution, and shall be entitled to retain a lien over such hardware in reduction of any debt due by Customer to ABOUT IT ONLINE.
14. **Force Majeure**
 - 14.1 ABOUT IT ONLINE 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 ABOUT IT ONLINE, provided that ABOUT IT ONLINE makes all reasonable efforts to perform.
 - 14.2 It is expressly recorded that for purposes of this clause the following shall be considered circumstances beyond the control of ABOUT IT ONLINE and the force majeure provisions shall apply:-
 - 14.2.1 a PSTs provider fault that affects the Service/s; and/or
 - 14.2.2 a natural or man-made disaster, or any other event, which results in non-performance, inability to perform or damage to such equipment, services and/or facilities to ABOUT IT ONLINE that affects the Service/s; and/or
 - 14.2.3 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 of war or public enemy, illegal strikes, interruption of transport, lockouts, fire, flood, storms or fires.
15. **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.
16. **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, Customer chooses its domicilium citandi et executandi ("domicilium") at the physical address appearing on the application form to which these Standard Terms and Conditions are attached. ABOUT IT ONLINE chooses its domicilium citandi et executandi ("domicilium") at 86 Skulpev 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.
17. **General**
 - 17.1 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 ABOUT IT ONLINE and Customer.
 - 17.2 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.
 - 17.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it be made by the Customer or ABOUT IT ONLINE or not.
 - 17.4 In the event of any 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.
 - 17.5 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.
 - 17.6 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.
 - 17.7 In the event of any provision of this Agreement, provisions hereof which are intended to continue and survive shall 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.
 - 17.8 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 cost set out in the Cost Schedule shall prevail.
 - 17.9 These terms and conditions, together with the Schedule(s), Annexures and attachments hereto, constitute the whole of the agreement between ABOUT IT ONLINE and Customer relating to the subject matter hereof, notwithstanding anything in Customer's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

Date: _____ Signature: _____