

Abbreviation**Definition**

CPA	<u>Consumer Protection Act</u>
FIC	<u>Financial Intelligence Centre</u>
POPI	<u>Protection of Personal Information Act</u>
SQS	<u>Standard Quotation Sheet</u>
ICASA	<u>Independent Communications Authority of South Africa</u>

1.	Both Parties accept their Physical Addresses as listed on the Internet Service Agreement, as Domicilium Citandi et Executandi for any purposes relating to the agreement.
2.	Easyweb agrees to supply, and the customer accepts to pay for, the services detailed under the Schedule of Services/ Items of the agreement.
3.	Payments due in terms of the agreement are payable monthly in advance.
4.	Should the agreement include the design of a Website, Easyweb retains the copyright of the Website design
5.	The agreement serves as a Pro forma Invoice and no payment shall be withheld by reason of non-delivery of a factual Tax Invoice should the customer require one.
6.	Should the customer elect not to use the debit order facility offered by Easyweb, the admin charge listed will apply and the customer agrees to ensure that payment is effected on or before the 1st day of the month in which payment becomes due.
7.	Should payment not be received by the 1st working day of the month in which payment becomes due or, should any bank not honour any payment, Easyweb may, without notice, suspend services to the Customer and apply interest at a rate 10.5 % per annum a tempora morae on the outstanding amount. Should the arrears not be paid by the 15th of the month, the agreement will be deemed to have terminated and will the early termination policy of Easyweb be applied and the equipment be collected by Easyweb.
8.	Bandwidth selected on demand is payable upfront on non-debit order accounts, at Easyweb's current rate per Gb which may change from time to time. On debit order accounts bandwidth charges will be added to debit order run on demand, the customer accepts variation to the debit order amounts to cover this additional cost.
9.	All top ups must be logged via the website – www.easyweb.co.za or emailed to topup@easyweb.co.za .
10.	Easyweb may, from time to time, increase the charges detailed under the Schedule of Services of the agreement provided that Easyweb supplies the customer with a calendar months' notice of the increase.
11.	Charges in terms of the agreement, unless otherwise stated, are quoted exclusive of Value Added Tax.
12.	Contracts will run from the date signed overleaf and shall, if not cancelled in terms of the provisions of Section 14 of the CPA, continue on a month to month basis until terminated in writing with 20 business days' notice.
13.	The internet service fees and equipment rental fees as stipulated in the schedules is calculated for a minimum duration of the contractual agreement, if the contract is cancelled or breached before the contractual agreement has lapsed the customer will be liable to pay a reasonable early cancellation and administration fee calculated in terms of the provisions of Section 14 of the CPA in conjunction with Easyweb's early termination policy.
14.	The customer will ensure that the rental items detailed in this schedule are fully covered by an all risks insurance policy for its replacement value. All risk of loss and damage to the equipment resides with the customer for as long as the equipment is installed at the customer's premises, and Easyweb reserve the right to recoup any damages / loss incurred to the equipment due to the failure of the customer to insure the equipment properly. The customer shall, on demand, provide proof of such insurance to Easyweb.
15.	Maintenance, configuration and repair of equipment detailed in this schedule is not covered and is subject to Easyweb standard charges.

16.	The equipment detailed in this contract shall remain the property of Easyweb and must be returned at the expiry of this contract in working order and original condition save for fair wear and tear.
17.	Downgrades or Upgrades of services require a written calendar months' notice from the customer and acceptance from Easyweb.
18.	The customer consents to the Jurisdiction of the Magistrates Court for all matters relating to the agreement in terms of the provisions of Act 32 of 1944.
19.	Any dispute arising out of the agreement or legal action that is instituted by Easyweb due to the customer's breach of contract, the customer hereby agrees that he will be liable for the legal costs of Easyweb on an attorney and client scale.
20.	Easyweb reserves the right to substitute services with alternates should the selected technology become obsolete or unavailable in the Republic of South Africa.
21.	Any activity that threatens the functioning, security and / or integrity of Easyweb's network, or that brings Easyweb into disrepute, or is unlawful is prohibited.
22.	Easyweb prohibits the sending of unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails, and may this service be terminated without notice if it is discovered that the service is used as aforesaid or for the purposes of money laundering, the promotion of terrorism or fraud, and will such conduct in addition be reported to the Financial Intelligence Centre (FIC) and other authorities.
23.	The customer acknowledges that Easyweb has no power or control over the information passing over the Internet and its applications and cannot be held responsible or liable, directly or indirectly, for any content consequential or inconsequential losses. It remains the customer's responsibility to review and evaluate any content obtained through the use of the Internet and / or Email.
24.	Where Easyweb provides a spam and virus filtering system to protect customers from unsolicited mail and viruses, the customer acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to a customer. The customer acknowledges that Easyweb shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.
25.	Easyweb respects the privacy and confidentiality of our customers and our information will not be supplied to any third party unless required by law or for the purpose of recovering of bad debts. The customer further consents, in terms of the provisions of Protection of Personal Information Act (POPI) to the disclosing of personal information, to the extent necessary to enable sub-contractors to perform necessary installation, maintenance or alike services at the customers premises.
26.	Easyweb confirms that it has a procedure in place for the notice and takedown of illegal material hosted on our servers.
27.	Signed addendums with matching agreement numbers apply to contractual agreements.
28.	Easyweb retains the right to withhold the transfer of domain names pending finalisation of this contract or against outstanding monies.
29.	To the full extent permitted by law, the customer indemnify and hold Easyweb harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Easyweb's gross negligence or intentional misconduct.
30.	To the full extent permitted by law, Easyweb reserves the right to alter, restrict and/or terminate the Services to the customer in particular, or to the public in general, with 20 business days' notice, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be communicated electronically to the customer to the e-mail address reflected on the SQS, and posted on the Easyweb website and the agreement be deemed to have been amended accordingly, if the customer does not re-negotiate the agreement and/or if you continue using the Services. The obligation therefore is on the customer to review these terms and conditions at regular intervals

31.	These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions. The parties are desirous to have the agreement interpreted in such a way to ensure the validity and continued existence of the agreement.
32.	Any failure of Easyweb to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless expressly acknowledged and agreed to by us in writing.
33.	All Support queries must be logged via the website - www.easyweb.co.za or via emailed to support@easyweb.co.za . All account queries must be logged via email to accounts@easyweb.co.za . All complaints/ compliments to be sent to management via email to management@easyweb.co.za . ICASA Complaints Procedure can be found at http://easyweb.co.za/index.php/legal ; any complaints in terms of this procedure can be filed following the process set out therein.
34.	In the event that the customer does not comply with the Easyweb terms and conditions under the Agreement and the customer does not correct the failure to comply after receiving a notice from Easyweb requesting the customer to comply within 7 (seven) business days, then Easyweb may immediately terminate the Agreement.
35.	The Agreement constitutes the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties
36.	No variation, addition or amendments to the agreement will be enforceable by either party if it is not in writing and signed by both parties.
37.	Pro-rate invoice amount will be included on the first month's debit order.
38.	Easyweb reserves the right to suspend accounts in arrears.
39.	If a debit order is rejected two months in a row by the bank, the debit order mandate will be cancelled. Should the customer request to go back onto debit order, a new debit order mandate must be signed. Returned debit orders will be charged a R 15.00 admin fee.
40.	Easyweb is not responsible for the; setting up, maintaining and/or configuring the clients internal network or devices.
41.	The customer acknowledges that he/she/it understands the Line Speed Test principles and Fair usage policies of Easyweb as is contained in the SQS and as is found on Easyweb's website, and agrees to be bound thereby.
42.	The customer further agrees to comply with the complaint procedure of Easyweb and ICASA, and thereby undertakes not to make use of Social Media such as Facebook, Hello Peter and the like, until such time as the customer has successfully exhausted the agreed complaint procedures. Failure to comply herewith may expose the customer to civil liability to Easyweb in the event of the customer being unable to prove its complaint, and does the customer also agree to an interdict being obtained against the customer at his/her/its cost, should matter be posted on social media prior to the complaint procedure being followed.
43.	The customer accepts that they have read and understand the terms and conditions of the agreement.
44.	Easyweb reserves the right to do credit checks on the information provided on this contract for both businesses and individuals. Only once a credit check has been completed will Easyweb continue with the installation or the services ordered. Should a credit scorecard for the business or individual reflect negatively, Easyweb has the right to turn away the consumer and not proceed with installation. In this case any contracts completed will become null and void.