

APPLICATION FORM
JALWEB Website subscriber
CUSTOMER CARE ENQUIRIES

4 Pebble Beach Ave, Silver Lakes, 0054
TEL: 083 2822 359
EMAIL: info@jalweb.co.za
WEBSITE: www.jalweb.co.za

(IF OTHER PLEASE SPECIFY)

NEW APPLICATION

SUBSCRIBER DETAILS

PUBLIC CO. PTY LTD CC PARTNERSHIP SOLE TRADER OTHER

NAME

ID. NO. VAT. NO.

NATURE OF BUSINESS

TRADING AS

PHYSICAL ADDRESS

INDUSTRY TRADING FOR: YEARS MONTHS

POSTAL ADDRESS

CODE

CODE

EMAIL TEL.

TEL FAX

PERMISSION TO MARKET

MARKETING DELIVERY METHOD: EMAIL SMS POST TEL

APPLICATION DETAILS

CONTRACT

INITIAL PERIOD: 24 months

AMOUNT: R285

Domain registration: R150

DECLARATION

PRINT NAME

SIGNATURE

DATE

POSITION

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED AND DECLARE THAT THE INFORMATION GIVEN HEREIN IS CORRECT. I AM COMPLETELY LIABLE AND RESPONSIBLE FOR ANY OUTSTANDING AMOUNTS OWED TO JALWEB

JALWEB USE ONLY

APPROVED

DOMAIN

_____ : Initial

JALWEB
WEBSITE SUBSCRIBER AGREEMENT TERMS AND
CONDITIONS

1. WHAT IS THIS AGREEMENT FOR?

- 1.1. This Agreement is for the supply of our Services for the Initial Contract Period (which is the initial period of this Agreement according to your Application that is related to these terms and conditions).
- 1.2. This Agreement contains the general terms and conditions for all JALWEB Subscriber Agreements.
- 1.3. These terms and conditions form part of the Agreement between JALWEB and you, so please ensure that you understand all of them. Remember that you must always comply with these terms and conditions
- 1.4. If you do not understand any of the terms and conditions, you should ask a JALWEB employee to explain them to you.
- 1.5. Important clauses which may limit our responsibility or involve some risk for you are explained to you and may be in bold. You must pay special attention to these clauses.
- 1.6. We have defined some words that have special meaning. You can find the meaning of the words in in clause 2 of this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless stated otherwise, the following terms shall have the following meanings:

“Agreement” means your Application including these terms and conditions including any addition or amendment to this agreement. The Tariff Plan and any notice or directive issued by us form part of this Agreement.

“Application” means your completed application form.

“Charges” means any applicable Usage Charges, and any other charge relating to the provision of our Services to you in terms of this Agreement.

“Domain Registration Fee” means the charge for your registration of your domain which we charge you in terms of the Price List. The Price List is available on JALWEB’s website at www.jalweb.co.za. You only pay us this registration fee once.

“Domain Renewal Fee” Means the charge for the renewal of your domain which we charge you in terms of the Price List. The Price List is available on JALWEB’s website at www.jalweb.co.za. You only pay us this registration fee once.

“Goods” means any tangible object supplied to you by us, JALWEB, or any of our distribution partners in terms of this Agreement.

“Initial Contract Period” means the minimum number of uninterrupted months you choose, in your Application, to use our Services for the first period.

“Monthly Usage Limit” means the maximum monthly limits. This means that you will have a monthly limit on disk space.

“our Services” means the services that are made available by us

“Price List” means the price list for our Services or Goods. You may find more information about our Price List on JALWEB’s website (<http://www.jalweb.co.za>) or contact us for an explanation of what all our prices are for our Services, which may change, on notice to you, over the period of your contract. You are entitled to cancel this Agreement if you are not happy with any changes to our price list provided you follow the cancellation terms and conditions set out in this Agreement.

“Subscription Fee” means the monthly subscriber charge payable by you to us.

“Usage Charges” means the amount you will need to pay us in addition to the Subscription Fee for using our Services supplied either to you and/or any other person you have allowed to use our Services.

“we”, “us” and “our” refers to JALWEB.

“Working Day” means a day other than a Saturday, a Sunday or a South African public holiday.

“you” and “your” refers to the person (subscriber) whose particulars appear on the Application plus your successor or authorised representative (if applicable).

- 2.2. In this Agreement, if we use a singular word it can include the plural, a word of any gender includes the other genders and if we refer to an ‘entity’ it includes any entity that is seen in law as a separate legal person, such as a company, body corporate, a partnership, an association, and a trust, if it make sense to do so.

3. WHEN DOES THIS AGREEMENT BEGIN?

- 3.1. By making your Application to use our Services, you offer to enter into an agreement with us for the supply of our Services.
- 3.2. If you are first signing up with us, this Agreement will begin and be binding on you and us when we:
- 3.2.1. accept your Application; and
- 3.2.2. either port your domain to our servers, or have registered a new domain.
- 3.3. Once you sign the Application form and these terms and conditions you must comply with your obligations under this Agreement and you will be bound by the terms of this Agreement.

4. HOW LONG IS THE TERM OF THIS AGREEMENT?

- 4.1. If this Agreement is not cancelled during the Initial Contract Period or on expiry of the Initial Contract Period and is not renewed, then this Agreement will run for the Initial Contract Period and then on a month-to-month basis until you or we terminate the Agreement by giving 20 Working Days’ written notice, or notice in any other recordable form, to cancel this Agreement.
- 4.2. We will notify you any time between 40 and 80 Working Days before your Agreement will come to an end.

In this notice, we will tell you the following:

- 4.2.1. the date when the Agreement will end;
 - 4.2.2. any changes that will apply to the Agreement if the Agreement will continue after the expiry of the Agreement. These changes will have to be accepted by you; and
 - 4.2.3. your right to cancel the Agreement or agree to a renewal for a further fixed period and if you don't cancel the Agreement or renew the Agreement, then the agreement will continue on a month-to-month basis.
- 4.3. You may at any time during the Initial Contract Period cancel this Agreement by giving us 20 Working Days' written notice or notice in any other recorded form of your intention to cancel this Agreement.

5. OUR SERVICES

- 5.1. We will take all reasonable steps within our control to make our Services available to you at all times in line with the terms and conditions of this Agreement.
- 5.2. Although we take all reasonable measures to ensure that our Services are offered to you on a consistent and continuous basis, we cannot always guarantee a continuous fault free service.
- 5.3. The quality and availability of our Services may sometimes be affected by factors such as:
- 5.3.1. local physical obstructions;
 - 5.3.2. bad weather;
 - 5.3.3. other causes out of our means;

I have had an opportunity to consider this clause 5, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

6. YOUR RESPONSIBILITIES

- 6.1. In return for the provision of our Services you agree to pay us:
- 6.1.1. the once-off domain registration fee, if included in your agreement
 - 6.1.2. the Subscription Fee which is billed to you monthly in advance. Monthly in advance means that the Subscription Fee that you pay at the end of a month is for the next month's services;
 - 6.1.3. the Goods Fee (if applicable), which is due monthly in advance;
 - 6.1.4. the total Usage Charges, should you exceed the monthly limits;
 - 6.1.5. the charges for any additional service which are billed at the end of the month in which you used the services; plus

I have had an opportunity to consider this clause 6.1, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

- 6.2. Payments must be:
- 6.2.1. made on or before the due date set out on the invoice we issue to you;
 - 6.2.2. Of the total amount you owe us as set out on the invoice issued to you and you may not deduct any amount which we might owe you or which you claim is owed by us;
 - 6.2.3. Made by EFT (Electronic Funds Transfer).

I have had an opportunity to consider this clause 6.2, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

6.3. Other payment issues

- 6.3.1. We have the option to require you to pay a reasonable amount as a deposit if:
- 6.3.1.2. you default on any payment to us (we will give you written notice to pay a deposit if you default on payment).
- 6.3.2. If you do not pay us on time, if you materially breach this Agreement or if you do not pay us the requested reasonable deposit amount, then we may suspend your website until you have paid the deposit or any outstanding amounts owing to us.
- 6.3.3. We have the option of changing any of our Charges from time to time by means of publishing an amended Tariff Plan and by informing you in writing of these changes. We will notify you at least 20 Working Days before we vary our Charges. You have the option to cancel the Agreement in those 20 Working Days if you do not agree to our changes.
- 6.3.4. You have 30 calendar days from the date of each invoice that we issue to you to query any amounts on that invoice. If you do not raise a query within 30 calendar days, then you will be assumed to have accepted the invoice as correct.
- 6.3.5. Even if you do not receive your invoice/s for any month/s you must pay all outstanding charges on the due date. Please notify us as soon as you realise that you have not received your invoice so we may take steps to assist you with this and advise you of the amount due. It is your responsibility to make sure that you have given us your correct address details (whether electronic or physical). If your address details change for any reason, you must notify us of the change so that we can update our systems. You understand and agree that we cannot be held liable for any charges, damages or loss, if you do not notify us to change your address details within a reasonable period. [This means that you must accept any loss that results from you failing to tell us of a change of address details.]

I have had an opportunity to consider this clause 6.3 to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

7. WHAT HAPPENS IF YOU DO NOT COMPLY WITH THIS AGREEMENT?

7.1. What happens if you don't pay us on time?

- 7.1.1. If you do not pay all amounts due to us on or before the due date for payment then, subject to clause 7.2, we will deliver a notice to you and may:
- 7.1.1.1. charge interest on the overdue amount at the interest rate notified to you and calculated from the due date of payment to the date of actual payment to us;
- 7.1.1.2. take action in terms of clause 7.2;
- 7.1.1.3. inform any credit bureau of your payment default;
- 7.1.1.4. suspend our Services; and/or
- 7.1.2. We will notify you before we suspend our Services. If our Services are suspended, you can cancel the Agreement in terms of clause 4.3 and clause 7.3.

I have had an opportunity to consider this clause 7.1, to ask questions and I understand what this clause means and the effect it has on my rights Initials_____

7.2. When may we cancel this Agreement?

- 7.2.1. If you commit a breach of any of the terms and conditions of this Agreement and you remain in breach for a period of 20 Working Days after delivery of a written notice of breach to you by us requesting that you remedy the breach, we will be entitled to immediately:
- 7.2.1.1. cancel this Agreement;
 - 7.2.1.2. charge you for the use of our Services up to the date of cancellation;
 - 7.2.1.3. charge you all Charges outstanding for any of our Services (including your Subscription Fee) which would have continued for the Initial Contract Period or Renewal Period;
 - 7.2.1.4. charge you for the outstanding value of the Goods supplied to you on the date of cancellation of the Agreement; and
- 7.2.2. In addition to the above remedies and any other rights we have in terms of law, if you do not remedy any material breach, we have the right to claim damages from you that we may suffer due to your breach.

I have had an opportunity to consider this clause 7.2, to ask questions and I understand what this clause means and the effect it has on my rights Initials _____

7.3. What happens if you cancel this Agreement?

- 7.3.1. If you cancel this Agreement before the expiry of the Initial Contract Period or the Renewal Period, then you will be liable to us and undertake to pay us on demand:
- 7.3.1.1. a reasonable cancellation penalty in respect of any of our Services which would have continued for the remaining contract period; and
 - 7.3.1.2. the outstanding value of the Goods on the date of cancellation of the Agreement.

I have had an opportunity to consider this clause 7.3, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

8. WHEN WE MAY CANCEL THIS AGREEMENT FOR OTHER REASONS

- 8.1. If JALWEB's Licence to provide hosting Services to us is cancelled, terminated or amended or if we terminate any agreement with any Electronic Communications Service Provider and/or any Electronic Communications Network Provider, then we may terminate this Agreement on written notice to you. We will not charge you a cancellation fee if we cancel the Agreement for these reasons.

9. SUSPENSION OF OUR SERVICES

- 9.1. Our Services may be suspended by disconnecting your website, if:
- 9.1.1. the Servers fails or becomes temporarily unavailable due to any modification and/or upgrade and/or maintenance and/or circumstance beyond our control;
 - 9.1.2. you fail to comply with any of the terms and conditions of this Agreement;
 - 9.1.3. you at any time exceed any credit limit or Monthly Usage Limit imposed by us on written notice to you; or
 - 9.1.4. you use our Services unlawfully, or if you unlawfully tamper with or modify your Goods,
- 9.2. You will continue to be liable for payment of your Goods during any suspension period. You will still be liable to pay for any Subscription Fee under clauses 9.1.2 to 9.1.4.
- 9.3. We are entitled to charge you a reasonable administration fee if our Services are suspended and have to be reconnected due to the circumstances under clauses 9.1.2 or 9.1.3 or 9.4 above

I have had an opportunity to consider this clause 9, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

10. LIMITATION OF OUR LIABILITY

- 10.1. Neither we nor JALWEB will be liable to you for any liability, loss(es) and/or damage and/or cost or expense whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit and/or or loss of anticipated savings suffered by you due to:
- 10.1.1. any reasonable suspension, termination or temporary unavailability of our Services, or any unavoidable delay in the performance of our Services;

I have had an opportunity to consider this clause, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

- 10.2. In the event that we become aware of any suspension, termination or temporary unavailability of the Cell C Network, or any of our Services, or any unavoidable delay in the performance of our Services, we will make reasonable attempts to give you timely notice of such suspension, termination, temporary unavailability or unavoidable delay.

11. INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement is a licence or transfer to you of any of our rights including copyright and/or trademarks relating to the name JALWEB, or our Services.

12. USE OF YOUR PERSONAL INFORMATION

- 12.1. You warrant and guarantee that all personal information supplied by you to us in the Application is true and correct.
- 12.2. You agree to immediately inform us in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to us.
- 12.3. As and when necessary, you consent to us obtaining, using, storing and/or disclosing your personal information provided to us as follows:
- 12.3.1. to either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness (before we accept this Agreement) and for fraud prevention purposes and in order to process any payment transactions necessary for and relative to this Agreement;
- 12.3.2. to attorneys and/or debt collection agencies if you breach this Agreement;
- 12.3.3. to our agents and/or consultants and/or trade partners and/or JALWEB , but only to the extent necessary and in order to provide our Services to you;
- 12.3.4. to consumer research companies for the purposes of conducting research on improving our Services;
- 12.3.5. for the purposes of us publishing a directory containing the name, address, details and the applicable Website domain of our subscribers; and

- 12.3.6. for the purposes of us informing or sending information to you about any new services or products offered by us (and/or by any of our trade partners) which we consider may be of interest to you. We will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and the CPA regulations, including the provisions relating to the direct marketing registry.

[In this clause you consent to us using your private information for all the purposes set out in clauses 12.3.1 to 12.3.6.]

I have had an opportunity to consider this clause 12.3, to ask questions and I understand what this clause means and the effect it has on my rights. Initials _____

- 12.4. You are entitled to withdraw your consent to us using your personal information under clauses 12.3.5 and 12.3.6 above on written notice or notice in any other recorded form to us. In the event you decide to withdraw your consent we will not be able to use your information for the purposes listed under clauses 12.3.5 and 12.3.6 to the extent that you withdraw your consent from the date we receive your withdrawal notice.

- 12.5. We will not disclose your personal information to any other person or institution other than as stated under clause 12.3, or where we are compelled to do so in terms of the Licence and/or any law and/or in terms of a court order.

13. GENERAL

13.1. Notices

- 13.1.1. All notices given in terms of this Agreement will be in writing and both you and we choose as our address(es) for all purposes the address(es) specified in the Application form. Any change in your address will only be effective if and when we receive written notification of your change of address.

- 13.1.2. We will deliver short notices to you by email.

- 13.1.3. Normal notices that do not negatively affect you, will be delivered by you to us or by us to you and will be considered as received by either us or you:

- 13.1.3.1. if delivery is by hand, then on the date of delivery;

- 13.1.3.2. if delivery is by fax, then within 48 hours of transmission of the fax;

- 13.1.3.3. if delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages as stated in section 23(b) of the Electronic Communications and Transactions Act, 2002.

- 13.1.4. Any notices given by us which is of a particular interest to you will be deemed to have reached you within 10 days of posting, only if it is sent by registered mail from an address within South Africa to your last known address.

13.2. Transfer of rights and obligations

- 13.2.1. You must not do any of the following at any time without our permission and we will not unreasonably withhold our permission:

- 13.2.1.1. transfer any of your rights under this Agreement to any other entity or person (sometimes known as ceding any of your rights); or

- 13.2.1.2. transfer any of your obligations or responsibilities under this Agreement to any other entity or person (sometimes known as delegating or handing-over any of your obligations or responsibilities).

- 13.2.2. To the extent that this is allowed by law, you agree that we can at any time do any of the following without your permission:

- 13.2.2.1. transfer any of our rights under this Agreement, to any one or more persons or entities; and/or

- 13.2.2.2. transfer any or all of our obligations or responsibilities under this Agreement to any one or more persons or entities (this is known as delegating or handing-over any or all of our obligations or responsibilities).

13.3. Extensions of time and indulgences

If we give you any leeway, or extension of time or other indulgence, it will not prevent us from enforcing any of our rights in the future, without notice, and requiring your strict and timely compliance with each term and condition of this Agreement.

13.4. Unenforceable provisions

If any term of this Agreement is unenforceable, illegal, void, or contrary to public policy then it will be deleted from this Agreement. The rest of this Agreement will however remain binding and in full force.

13.5. Amendments

We are entitled on written notice to you, to change the terms and conditions of this Agreement if necessary because of any new and/or amended law, tax, regulation and/or any change in our Tariff Plan or our Services. We are further entitled on written notice to you, to change the terms and conditions of any of our Services. If we change the terms and conditions, we will notify you of such amended terms and conditions. If you do not agree to the amendments, you may cancel the Agreement by giving 20 Working Days' written notice of cancellation in any recorded form, but the notice must be given within 5 Working Days of the date you get notice of any change.

13.6. Whole agreement

Except for our right to change this Agreement described in clause 13.5 above, this is the whole agreement between you and us and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by both parties.

13.7. Legal Costs

To the extent allowed by law, if we elect to take any legal action against arising from breach of any terms and conditions of this Agreement where we have to hire the services of an attorney and/or advocate and/or tracing agent then you will be liable in respect of all relevant legal cost(s) and/or expense(s) incurred on the appropriate scale.

13.8. Warranty and Indemnity

You warrant that you have the necessary rights to enter into this Agreement and you undertake to indemnify us against any liability, claim, damage or loss that a third party might have arising out of this Agreement if you do not have the necessary rights. [This clause means that if you do not have authority to sign this Agreement you will be personally liable to us for any loss that results from your lack of authority.]

I have had an opportunity to consider this clause 13.8, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

13.9. Evidence

A computerised account or a certificate signed by a manager of ours (whose authority we need not prove) will be proof on the face of it of any amount due by you to us in terms of this Agreement. You are entitled to challenge the correctness of any such certificate if you want to do so.

13.10. Resolving disputes

13.10.1. Any dispute relating to this Agreement can be resolved in accordance with our Customer Code of Conduct, You may request a copy from us.

13.10.2. Despite the above, you can refer any unresolved dispute between you and us to the National Consumer Commission established under the Consumer Protection Act, 2008, or to ICASA.

13.10.3. Nothing in this clause prevents you from taking legal action against us.

14. MONTHLY USAGE LIMIT

- 14.1. Where we implement a Monthly Usage Limit, then the chosen Monthly Usage Limit will be calculated in accordance with our billing cycle.
- 14.2. When you reach 70% of the Monthly Usage Limit, we will make reasonable efforts to send you an email advising that your Monthly Usage Limit has almost been reached.
- 14.3. You accept that we cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all Usage Charges over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit.

I have had an opportunity to consider this clause 14.3, to ask questions and I understand what this term means and the effect it has on my rights. Initials_____