

ABOUT IT ONLINE (PTY) LTD STANDARD TERMS AND CONDITIONS

1. **General**
 - 1.1 Unless otherwise specified or arranged consultation fees will attract standard charges at the rate of R 450.00 per Hour exclusive of VAT.
 - 1.2 Client will sign any and all quotations before orders are placed.
 - 1.3 All ABOUT IT ONLINE (PTY) LTD quotations are valid for 7 (seven) days and may be withdrawn or amended without penalty.
 - 1.4 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.
 - 1.5 Tasks not explicitly included or allowed for, will attract standard support charges as determined by ABOUT IT ONLINE (PTY) LTD.
 - 1.6 Travelling will be charged at R 4.50 per km.
 - 1.7 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.
 - 1.8 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
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 "PSTIS 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 includes juristic entities and vice versa.
3. **Effective Date and Duration**
 - 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 that Service as and when each component of that Service goes live.
 - 4.2 Customer is responsible for and agrees to pay for 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 any taxes and duties including any regulatory surcharge, which Customer becomes obligated to pay by virtue of this Agreement, and
 - 4.3.2 PSTIS provider service fees, for which Customer agrees to make payment directly to the PSTIS provider on such terms as are agreed between the PSTIS provider and the 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 Customer. 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.aboutitonline.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 or amounts to a 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 reside 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 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 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. 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 whatsoever 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 loss of, 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 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 the part of ABOUT IT ONLINE 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 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 aforementioned 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.