

In Association with



TERMS AND CONDITIONS

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 a R150.00 admin fee to reinstate any suspended services.

Please note that prices are subject to change.

Terms and Conditions:

General:

- Unless otherwise specified or arranged consultation fees will attract standard charges at the rate of R 450.00 per Hour exclusive of VAT.
- Client will sign any and all quotations before orders are placed.
- All ABOUT IT ONLINE (PTY) LTD quotations are valid for 7 (seven) days and may be withdrawn or amended without penalty.
- 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
- Tasks not explicitly included or allowed for, will attract standard support charges as determined by ABOUT IT ONLINE (PTY) LTD.
- Traveling will be charged at R 4.50 per km.
- 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.
- By accepting our Terms & Conditions, you agree with the Privacy Policy, Acceptable Use Policy (AUP) and all other policies found on our website. WebSite url is www.aboutitonline.co.za

ABOUT IT ONLINE (PTY) LTD entire liability and THE CUSTOMER'S sole remedies in respect of any "default" shall be set out in this article.

"Default" shall mean any breach of ABOUT IT ONLINE (PTY) LTD obligations hereunder, or any fundamental breach, or breach of a fundamental term hereof, any default, act, omission, or statement of ABOUT IT ONLINE (PTY) LTD, it's employees, agents, or subcontractors in connection with or in relation to the subject matter hereof and in respect which ABOUT IT ONLINE (PTY) LTD is liable to THE CUSTOMER.

Notwithstanding the form in which any legal or equitable action may be brought against ABOUT IT ONLINE (PTY) LTD whether in contract or otherwise, ABOUT IT ONLINE (PTY) LTD shall in no event be liable to damages.

In no event shall ABOUT IT ONLINE (PTY) LTD be liable for loss of profits or anticipated savings or for any consequential, indirect, exemplary or punitive damages even if ABOUT IT ONLINE (PTY) LTD has been advised of the possibility of such damages.

In respect of any default constituting a breach hereof by either party, the party in breach shall always be afforded reasonable opportunity to correct the deficiency within a reasonable period before being in breach of it's obligations under this liability clause.

Notwithstanding anything to the contrary contained in this liability clause, neither party shall be liable for any failure to perform, in whole or in part any obligation under this clause or be deemed to be in breach or default in the event and to the extent that such failure is caused by an event "vis-major" whether happening in the Republic of South Africa or elsewhere. For the purpose hereof, "vis-major" shall, without in any way restricting its ordinary meaning, include Acts of God, refusal of license or other Government act, legal prohibitions or restrictions, industrial disputes, riot, strikes, lock-outs, breakdown or shortage of plant or equipment, fire, storm, flood, explosion, lack of or failure of transportation facilities, or anything beyond the parties reasonable control. Upon cessation of an event "vis-major" the parties shall resume the performance of their obligations, and insofar as may be reasonable practicable, shall perform the obligations which were suspended during the continuance of the event "vis-major".

ABOUT IT ONLINE (PTY) LTD shall not be liable for any delay, failure, breakdown, damage, loss or injury caused by any reason what so ever due to failure to monitor and control the work performed by THE CONSULTANT or of the consultant's supervisor's failure to ensure that all work is in accordance with the norms and standards of THE CUSTOMER.

Except for any deliberate act or gross negligence on the part of ABOUT IT ONLINE (PTY) LTD, its servants or agents, and except as otherwise expressly provided herein to the contrary, ABOUT IT ONLINE (PTY) LTD shall not be liable to Subscriber or any third party for any loss to Subscriber 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 or anticipated savings) or for any costs, claims or demands of any nature whether asserted against ABOUT IT ONLINE (PTY) LTD or against Subscriber by any party arising directly or indirectly out of the Equipment, Software or Services, their use, access, withdrawal or suspension or out of any information or materials provided or not provided, as the case may be, by or from their use.

Subscriber hereby indemnifies ABOUT IT ONLINE (PTY) LTD against and holds ABOUT IT ONLINE (PTY) LTD harmless from any claim by any third party arising directly or indirectly out of access to or use of the Equipment, Software or Services or information obtained through the use thereof.

The foregoing states the entire liabilities of ABOUT IT ONLINE (PTY) LTD with respect to any claim arising out hereof.

ABOUT IT ONLINE (PTY) LTD is a member of the Internet Service Provider Association (ISPA www.ispa.org.za)

For more information on the Code of Conduct, Privacy Policy, Acceptable Use Policy, Protection of Minors and Agents Policies refer to our website at www.aboutitonline.co.za

PLEASE FAX COMPLETED FORM TO 086 688 3822