

e: talk@imagine.co.za t: +27 11 214 7600 f: +27 11 214 7609

a: 158 Jan Smuts, 9 Walters Ave, Rosebank

p: Po Box 306, Parklands, 2121

www.imagine.co.za



Imagine IPS

the perfect service provider

subscription form | dialup / domain / email

SECTION A : PRODUCT DETAILS – DIALUP / DOMAIN / E-MAIL HOSTING			
Dial-Up		Monthly Fees	Quantity
56k Analogue DialUp - One username & one password		R 50.00 (Incl. VAT)	
64k ISDN DialUp - One username & one password		R 75.00 (Incl. VAT)	
128k ISDN DialUp - One username & one password		R 145.00 (Incl. VAT)	
Domain & E-Mail Hosting		Monthly Fees	Quantity
e-Mail address (Unlimited Bandwidth, 10MB Disk Space)		R 20.00 (Incl. VAT)	
Domain Hosting (.co.za)		R 10.00 (Incl. VAT)	
Domain Hosting (.com)		R 15.00 (Incl. VAT)	
Requested domain names			
PLEASE NOTE :		- All fees above are inclusive of VAT. Fees are billed in advance and are payable by monthly debit order only. - All email hosting / dial-up services come standard with Office Hours Telephonic Support, 24-hour access to the Imagine IPS HelpDesk system, Anti-Spam Filtering on e-mail, Anti-Virus Filtering and Worldwide WebMail Access - If the requested domain name is not available, the client will have to choose an alternative domain name.	
SECTION B : COMPANY AND CONTACT DETAILS			
Legal Company Name		Registration / ID Number	
		VAT Number	
Contact Person		Contact e-Mail Address	
Telephone #		Fax #	
Billing / Postal Address		Physical Address	
SECTION C : MONTHLY DEBIT ORDER INSTRUCTION			
Bank		Account Name	
Branch/Town		Account Number	
Branch Number		Account Type	
<p>I/we hereby request and authorise you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the contractual amount indicated above and any other variable amount pertaining to this agreement, on the first working day of each and every month. This being the amount necessary for the payment of the monthly payment due to you in respect of our contract (ie : this Subscription Form and attached Terms & Conditions document).</p> <p>All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. I/we the undersigned, "instruct" and authorize your agent Netcash (Pty) Ltd or any other agent appointed by Imagine IPS in the future, to draw against my/our account with the abovementioned bank. I/we understand that the withdrawals authorized here will be processed by BankServ and I/we also understand that details of each withdrawal will be printed on my/our bank statement. I/we agree to pay any bank charges relating to this debit order instruction.</p> <p>This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.</p> <p>Assignment: I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.</p>			
Date		Signature	

SECTION D : TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICE AND SUPPLY

1.1 Imagine sells access to its network on a monthly subscription basis which facilitates use of the world wide web, electronic mail, FTP and access via a dial-up connection for Imagine clients who enter a valid user name and password. Imagine will issue you with a user name and password when you subscribe to the service. By using your user name and password to access the service and/or by using the service, you will be signifying your acceptance of these terms and conditions of use, which will form a binding agreement between you and Imagine.

1.3 E-mail services will also be provided by Imagine as detailed in this subscription form.

2. INTERPRETATION OF THIS AGREEMENT

2.1.1 "the/this agreement" - means these terms and conditions of use, Imagine's privacy policy, Imagine's mailbox rules and all other terms and conditions which Imagine may, from time to time, impose in respect of the service, as amended and updated from time to time.

2.1.2 "service(s)" - means the service described in 1 above and any other service that you may subscribe to or which may form part of Imagine's offering from time to time.

3. CONDITIONS OF ACCESS

3.1 Imagine hereby, with effect from the effective date, grants you access to the service on the terms and conditions of this agreement.

3.2 You hereby acknowledge receipt of such access and agree that:

3.2.1 you will use your user name and password for company use only (this is the company defined in the Subscription Forms under Company and Contact Details);

3.2.2 you will not disclose your user name and password to any other person for any reason whatsoever and will maintain the confidentiality thereof;

3.2.3 in the event that your password is compromised, you will immediately notify Imagine and change your password;

3.2.4 you will not attempt to circumvent Imagine's user authentication processes or engage in attempts to access Imagine's network where not expressly authorised to do so.

3.3 Should you fail to comply with any of the provisions of 3.2, you agree to pay to Imagine immediately, on demand, all costs, loss and/or damages incurred or suffered by Imagine as a result of your breach. This may include (without being limited to) the payment of an additional membership fee.

4. EFFECTIVE DATE, ANNIVERSARY DATE AND DURATION

4.1 The effective delivery date shall be the date on which the users account details are set up on the Imagine network and provided to the user or four (4) weeks from the date this document is signed, whichever is the sooner.

4.2.1 Annual Contract (applicable if annual contract is specified in Subscription Form) : This agreement will commence on the effective date and will endure for a period of one year. This agreement will expire on the anniversary date, being twelve months from the effective date, but the contract will continue in force automatically thereafter on a twelve monthly basis unless three month's prior written notice of termination is given by either the client or by Imagine. Upon termination of this agreement, any outstanding amounts remain payable and have to be settled within 30 days of termination.

4.2.2 Month-by-month Contract (applicable if month by month contract is specified in Subscription Form): This agreement will commence on the effective date and will endure for an indefinite period, subject to the right of either party to terminate this agreement at any time by means of 1 (one) calendar month prior written notice to such effect to the other party. Upon termination of this agreement, any outstanding amounts remain payable and have to be settled within 30 days of termination.

5. AVAILABILITY OF SERVICE

5.1 Imagine will use reasonable endeavours to keep the service available at all times. However, the client agrees that Imagine shall not be liable to the client or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of or any interruption in the service for any reason whatsoever.

5.2 Imagine will use its best endeavours to notify the client of any maintenance and repairs which may result in the service being unavailable, but does not warrant that such notice will be given in advance.

5.3 Neither the client nor any other person shall have any claim against Imagine for any direct, consequential, incidental, indirect or special loss or damages including (without being limited to) business interruption, loss of business information, loss of data or other pecuniary loss, arising from the unavailability of, or interruption in the service as contemplated in 5.1, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen.

6. PAYMENT

6.1 You agree to pay the subscription fee, which may include (without being limited to) the monthly access fee, usage fees, fees for closed user groups and fees for other services you may subscribe to from time to time. Unless we specifically agree otherwise, the subscription fee will be payable monthly in advance.

6.2 Imagine will invoice you for the membership fee on a monthly basis, unless we specifically agree otherwise.

6.3 The subscription fee and all other amounts payable in terms hereof shall be paid free of exchange and without deduction or set-off by way of a direct debit order (drawn against a current banking account nominated by you) in favour of Imagine, or in such other manner as Imagine may from time to time determine. You agree that by furnishing your bank details, you authorise Imagine to deduct all amounts payable in terms of this agreement from the account specified. Should we require you to, you agree to sign all such forms and do all such things as may be necessary to give effect hereto.

6.4 Should you fail to pay any amount on the due date for payment, then, without prejudice to any other rights Imagine may have:

6.4.1 such amount shall bear interest at the rate of 2% above the prime overdraft rate of Imagine's bankers from time to time, calculated from the due date until the date of payment (both dates inclusive) and will be capitalised monthly;

6.4.2 Imagine shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you agree to pay all costs associated with such recovery on an attorney and own client basis;

6.4.3 Imagine shall be entitled to, without notice, suspend your access to the service until such time as the outstanding amount has been paid in full; and/or

6.4.4 Imagine shall be entitled to terminate this agreement with immediate effect.

6.5 Imagine shall be entitled to increase the monthly fees detailed in the subscription form completed by the client on 30 (thirty) days prior written notice thereof to the Client provided that :

6.5.1 Imagine shall not be entitled to increase the monthly fees during the first 6 month period of this agreement.

6.5.2 Imagine shall not increase the fees more than once in any 12 month period of this agreement.

6.5.3 Imagine shall not increase the fees by more than 15% in any 12 month period of this agreement.

6.6 The client may not withhold payment of any amount due to Imagine in terms of this agreement by reason of any alleged breach of this agreement by Imagine, nor will the client be entitled to any discount, refund or other credit under any circumstances.

7. TERMINATION PENALTY

7.1 If the client terminates this contract at any time before the end of the service term, Imagine will charge a termination fee of the balance of the contract, payable on the day of termination.

7.2 Clause 7.1 of these Terms and conditions does not apply if the client wishes to upgrade their service before the end of the service term.

8. COMMUNICATION

The client hereby agrees that Imagine may from time to time send you communications regarding (without being limited to) special offers/discounts which Imagine may negotiate for its members, operational changes that may affect the service and/or new services launched by Imagine from time to time.

9. SECURITY

9.1 In order to ensure the security and reliable operation of the service to all Imagine clients, Imagine hereby reserves the right to take whatever action Imagine finds necessary to preserve the security and reliability of its network.

9.2 The client may not utilise the service in any manner which may compromise the security of Imagine's network or tamper with the service or the network in any manner whatsoever.

10. USER ETIQUETTE AND ABUSIVE BEHAVIOUR

10.1 You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

10.1.1 engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;

10.1.2 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service;

10.1.3 use the service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

10.1.4 use the service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

10.1.5 use the service in a manner that may infringe the intellectual property rights (for example copyright or trade marks) or other proprietary rights of others, including (without being limited to) the transmission of pirated software;

10.1.6 use the service in any manner which could damage, impair, overburden or disable the service or interfere with any other party's use or enjoyment of the service;

10.1.7 use the service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

10.1.8 cancel any post other than your own;

10.1.9 repeatedly post gratuitous off the topic postings;

10.1.10 gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the service to collect or attempt to collect personal information about third parties without their knowledge or consent; and

10.1.11 violate the privacy of any person or attempt to gain unauthorised access to the service or any other network, including (without being limited to) through hacking, password mining or any other means; and/or

10.1.12 use the service to engage in any illegal or unlawful activity.

10.2 The client acknowledges that Imagine is unable to exercise control over the content of the information passing through the Imagine connection and/or the Imagine network, and Imagine hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

10.3 The Imagine network may be used by the client to link into other networks (national or International) and the client agrees to conform to the acceptable protocols and policies of these networks.

10.4 Should you engage in any one or more of the above practices, which shall be determined in Imagine's sole discretion and which decision shall be final, then Imagine shall be entitled, without prejudice to any other rights it may have, to:

10.4.1 without notice, suspend your access to the service;

10.4.2 terminate this agreement with immediate effect;

10.4.3 bill you for any costs incurred by Imagine, including (without being limited to) bandwidth, administration costs, downtime, usage of Imagine's name or registered domain names and CPU cycles; and/or

10.4.4 notwithstanding Imagine's privacy policy, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

11. RESTRICTIONS ON RE-SELLING

The client in entering into this contract undertakes it will not re-sell or in any other way transfer the Imagine service. Any attempt to do so, whether successful or not, will result in the service being terminated by Imagine, in which event the client will be liable for a termination fee.

12. INDEMNITY

12.1 The client hereby unconditionally and irrevocably indemnifies Imagine and agrees to hold Imagine free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Imagine or instituted against Imagine as a direct or indirect result of:

12.1.1 the client's use of the service;

12.1.2 the client's failure to comply with any provision of this agreement or any other requirements which Imagine may impose from time to time; and

12.1.3 any unavailability of, or interruption in the service, as contemplated in 5.1 above.

13. BREACH

Should the client be in breach of any provision of this agreement, then Imagine shall be entitled, without prejudice to any other rights it may have and without notice to the client, to forthwith:

13.1 claim immediate payment of all outstanding amounts payable in terms of this agreement;

13.2 suspend your access to the services; and/or

13.3 terminate this agreement, retain all amounts already paid by you and recover all costs incurred by Imagine, including (without being limited to) legal costs on an attorney and own client basis.

14. CERTIFICATE OF INDEBTEDNESS

14.1 The amount due and payable by you to Imagine in terms of this agreement at any time shall be determined and proved by a certificate signed by one of Imagine's directors, whose appointment, qualification and authority need not be proved.

14.2 Such certificate shall be deemed to be a liquid document for the purpose of obtaining summary judgment, provisional sentence and/or any other judgment against you.

15. CESSION AND DELEGATION

15.1 You may not cede any of your rights or delegate any of your obligations under this agreement without Imagine's express written consent.

15.2 Imagine shall be entitled, in its sole discretion and without notice to you, to cede and transfer or delegate to any third party all or any of its rights or obligations under this agreement.

16. JURISDICTION

You hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by Imagine arising out of this agreement, provided that Imagine shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court and agree that costs shall be calculated in accordance with the tariff of such court.

17. AMENDMENT OF THIS AGREEMENT

Imagine reserves the right to amend this agreement from time to time without notice to you. Any new version of the agreement will be displayed on our web site together with the date on which it will become effective, which will never be less than 30 days after the date on which it is first displayed. It is your obligation to visit our web site on a regular basis in order to ascertain whether any amendments have been made.

18. GENERAL

18.1 The parties acknowledge and agree that this agreement sets out the whole of the agreement between them and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which any party is relying in concluding this agreement.

18.2 The parties choose their respective domicilia citandi et executandi for the purposes of giving any notice, the serving of any process and for any other purposes arising from this agreement as follows:

18.2.1 Imagine: 2nd Floor West Wing 158 Jan Smuts, 9 Walters Ave, Rosebank; and

18.2.2 you: the address you provided to us when subscribing for the service.

18.3 You agree that any notices we send to you in terms of this agreement may be sent via e-mail.

18.4 No indulgence, leniency or extension of time which Imagine may grant or show to you shall in any way prejudice Imagine or preclude Imagine from exercising any of its rights in the future.

18.5 You warrant that as at the effective date, all the details furnished by you to Imagine are true and correct and that you will notify Imagine forthwith in the event of any change to such details.

19. DATA PROTECTION

Imagine reserves the right to put the names and other information from this form relating to its Clients into a computerised directory for internal use only.

These terms and conditions are governed by and shall be constructed in accordance with the laws of South Africa.

SECTION E : CONFIRMATION OF INFORMATION PROVIDED AND ACCEPTANCE OF TERMS & CONDITIONS

I, the undersigned, have read and understood the terms and conditions of the contract above. I confirm that the information that I have supplied in this subscription form is, to my knowledge, true and correct in every respect.

Date		Full Name	
		Signature (As used for Signing Cheques)	
FOR OFFICE USE ONLY		Imagine IPS Representative Full Name	
Scanned to file?		Imagine IPS Representative Signature	