



## Website Hosting - SimpleHOST

### ORDER FORM / AGREEMENT

24/7 Call Centre RSA: +27 12 332 5029

24/7 Call Centre USA: +1 813 902 2099

FAX FORM BACK TO: +27 12 332 5354

Website hosting with Plesk Control Panel, Unmetered bandwidth	Monthly	Annual (1 Mo Free)
<b>Basic Website hosting</b> <i>200Mb Space, 500 Email accounts, PHP</i>	<input type="checkbox"/> 39.95	<input type="checkbox"/> 439.45
<b>Advanced Website hosting</b> <i>500Mb Space, 1000 Email accounts, MySQL, PHP, CGI, 50 SubDomains</i>	<input type="checkbox"/> 135.00	<input type="checkbox"/> 1485.00
<b>Professional Website Hosting</b> <i>1Gb space, 2500 Email accounts, MySQL, PHP, CGI, Plesk Power Pack</i>	<input type="checkbox"/> 345.00	<input type="checkbox"/> 3795.00
<b>Domain Registration</b>		<input type="checkbox"/> 85.00
<b>100Mb extra space</b>	<input type="checkbox"/> 29.95	<input type="checkbox"/> 329.45
<b>100 extra mailboxes</b>	<input type="checkbox"/> 29.95	<input type="checkbox"/> 329.45
<b>Fortigate Spam and Anti Virus Protection</b>	<input type="checkbox"/> 10.00	<input type="checkbox"/> 110.00

Optional Services	Monthly	Annual (1 Mo Free)
<b>Joomla CMS installation and application maintenance</b>	<input type="checkbox"/> 29.95	<input type="checkbox"/> 329.45
<b>WordPress CMS installation and application maintenance</b>	<input type="checkbox"/> 19.95	<input type="checkbox"/> 219.45
<b>24/7 Website Monitoring</b> <i>Receive a Call / SMS upon hacking attempts, spam surges, viruses etc.</i>	<input type="checkbox"/> 15.95	<input type="checkbox"/> 175.45
<b>Traffic on Demand</b> <i>Allows you to cater for unexpected high traffic surges to your site</i>	<input type="checkbox"/> 49.95	<input type="checkbox"/> 549.45
<b>Basic Template Design (5 pages per month excl graphics)</b>	<input type="checkbox"/> 55.00	<input type="checkbox"/> 605.00
<b>Full CMS Design and maintenance (Joomla Based) (10 hrs per month)</b>	<input type="checkbox"/> 1250.00	<input type="checkbox"/> 13750.00
<b>Graphic design request 10 hrs per month package</b>	<input type="checkbox"/> 1250.00	<input type="checkbox"/> 13750.00
<b>On site training of your staff 1 day per month (excl travel and accom)</b>	<input type="checkbox"/> 1800.00	<input type="checkbox"/> 19800.00

Subscriber Details	Items marked ( * ) are compulsory
* Company name or Private Individual	
* Name & Surname / (company contact name)	
* Company Registration or * Identity number	
* Postal Address	
* Physical Address	
* Telephone number:	
* Facsimile number:	
* Mobile Number:	
* <b>Domain Required (1st choice):</b>	
* <b>Domain Required (2nd choice):</b>	

Payment Method	Tick Choice
EFT / Bank Deposit (Please attach Proof of Payment)	<input type="checkbox"/>
Debit Order	<input type="checkbox"/>
Credit Card	<input type="checkbox"/>
Cheque (Annual Payments only)	<input type="checkbox"/>

Bank Account Details for EFT's / Direct Deposits
<b>Acc Name: Lehmann Brothers SA</b>
<b>Nedbank</b> , Menlyn Branch (160545), Acc no: 1605 21 21 21, Current Account
or
<b>Standard Bank</b> , Menlyn Branch (012345), Acc no: 012 704 199, Current Account

I, the undersigned, hereby accept the standard conditions of agreement of Lehmann Brothers cc unconditionally  
 The charges under this contract are due on the 1st day of each month in advance  
 Our TERMS and CONDITIONS can be viewed on the reverse side of this contract (or as an additional page on single sided pages)  
 I accept that accounts will only be activated after payment has been received in full.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Agent:** \_\_\_\_\_

## **TERMS & CONDITIONS:**

- Lehmann Brothers cc t/a TsunamiNET - hereafter referred to as The Service Provider, grants authorised users access to its systems subject to the following terms and conditions: -
- i. The Subscriber will be liable for all telephone call charges and other costs for connections to The Service Provider. The Subscriber will be responsible for the provision of suitable computer equipment and communication facilities required to connect to the network. All basic charges are payable in advance and are non-refundable. Usage charges (if any) are to be paid by the 5<sup>th</sup> of the following month. An amount of 50% according to the current price list price of the contracted service will be charged for reconnection fees for services that have been suspended or discontinued.
  - ii. No service will be commissioned or activated prior to payment confirmation.
  - iii. The Service Provider will not be liable to the Subscriber for any damage, incidental or consequential of any nature whatsoever. No warranties of any kind whatsoever, including, but not limited to the functionality and continuous operation of the network and accuracy or quality of any data available on the Internet, are made by the service provider.
  - iv. The Subscriber agrees not to use the network in contravention of any South African or International Law.
  - v. Subscribers, who have given authorization for credit card payments or debit order deductions, undertake to notify the service provider in the event of any changes occurring with respect to the details set out on the subscription form, and shall be liable for any amount not paid as a result of these changes. Those utilising Direct Debit Payments agree to be liable for a processing fee of ZAR 95-00 should the bank for any reason whatsoever not honour the debit order. A manual service-processing fee of 3% is charged for credit card transactions. Declined Credit card payments will also incur the 3% manual service-processing fee. Reconnection fees are chargeable automatically for subscriptions received after the 5<sup>th</sup> of each month.
  - vi. The Service Provider will provide access to the network once both parties have fulfilled all the terms and conditions of the use of the service hereto. The Service Provider also reserves the right to vary the minimal equipment needs that are required to access the service. In such a case, 60 days notice will be given to the Subscriber.
  - vii. The provision of service will commence from the date of registration, which can only take place upon receipt of a signed subscription form, confirming the Subscriber has read, understood and accepted the terms and conditions, and payment of the first monthly basic charge, including any sign-up fee applicable at the time. The first month will be subject to a pro-rata charge as all fees are per calendar month. All subscriptions thereafter will be renewable on the first day of each month in advance.
  - viii. Termination of service - either party must render three (3) calendar month's written notice of its intention to discontinue the service between them during which time the terms and conditions set out herein remain in full force and effect (see below). Annual contracts cannot be terminated prior to the expiration date; there are no refunds for paid-up annual subscriptions. Annual contracts will automatically renew unless TsunamiNET has received three months written notice of cancellation.
  - ix. The Service Provider reserves the right to discontinue the service at any stage, after giving twenty four (24) hours notice thereto, should the Subscriber not adhere to these terms and conditions of service. Attempted "hacking" of any system or equipment belonging to the Service Provider or blatant disregard for Para iv above will result in immediate account termination without any notice whatsoever. "SPAMMING" is not allowed and will result in immediate cancellation of the account and blacklisting of the user with all South African ISP's and the subscriber undertakes to reimburse all damages suffered by TsunamiNET as result of his SPAMMING activities as well as the cost of removing all blacklisting of TsunamiNET's services as result thereof.
  - x. The Service Provider reserves the right to amend its Price list and Terms and Conditions from time to time without prior notice. The Service Provider will however notify Subscribers of any necessary tariff increases that may occur from time to time. It is agreed that the Subscriber will terminate it's contract with three months written notice should the Subscriber not agree to the additional tariff being deducted from their account as authorised on the original subscription form.
  - xi. Customers with Service Level Agreements (SLA's) that offer alternate guarantees and terms agree the SLA will be the accepted Terms and Conditions of service overruling this document on any conflicting terms and conditions.
  - xii. Faults and Errors can be reported to our 24 hour call centre or via the ticketing system on the Service Provider's website located on <http://www.tsunaminet.co.za> where you will receive a ticket / reference number. Without a valid Ticket or Reference number the Customer understands that no formal tracking procedures are in place, and the Service Provider will only give due attention to properly reported faults / errors as described herein.

I have read and understood the terms and conditions as set out herein and agree to be bound by them.

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Date

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Signature



# Lehmann Brothers cc

Incorporated in the Republic of South Africa. Registration no: 2002/084390/23

United States of America  
1903 60th Place E.  
Suite M4382  
Bradenton, Florida 34203  
USA

South Africa  
P.O. Box 11169  
Hatfield  
Pretoria, 0028  
RSA

24/7/365 Call Centre:

24/7/365 Call Centre:

Tel +1 813 902-2099  
Fax +1 865 342-0114

Tel +27 12 332-5029  
Fax +27 12 332-5354

## BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY

Name (Debtor) : _____	Date : _____
Address : _____	Signatory name : _____
_____	Contact Tel : _____
_____	

The details of my bank account are as follows:	The details of my Credit Card are as follows:
BANK : _____	CARDHOLDERS NAME : _____
BRANCH/TOWN : _____	CARD NUMBER : _____
BRANCH NO. : _____	EXPIRY DATE : _____
ACCOUNT NAME: _____	CVV NUMBER : _____
ACCOUNT NO. : _____	(three digit number on back of card)
TYPE OF A/C : _____	CARD TYPE : _____
(Savings, Current, Transmission)	(Master Card, Visa)

I / we hereby request and authorize 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 sum of \_\_\_\_\_ (state amount in words) or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly due to you in respect of our purchases / contract / agreement dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

All such withdrawals from my/our 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 Netchash (Pty) Ltd, to draw against my/our account. I / we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I / we also understand that details of each withdrawal will be printed on my/our statement.

I / we agree to pay any banking charges relating to this debit order instruction.

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.

### 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

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_

**SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS** \_\_\_\_\_

