

B.1 Domain Names (To be transferred)																		
1.	w	w	w	.														
2.	w	w	w	.														
3.	w	w	w	.														

* B.1 Please specify the domain name to be transferred. Remember to provide the domain name extensions e.g. **.co.za**, **.com** and/or **.net**. (Please allow 24 to 48 hours for the transfer to go through.)

C.1 Web Hosting Package	
<input type="checkbox"/>	Lite Web Hosting Package @ R25.00 per month ASP .net / HTML, 5 Email Accounts, Webmail, 10 MB Disk Space, 500 MB Traffic, Basic Statistics, Online Backups, 99% Server Uptime
<input type="checkbox"/>	Standard Web Hosting Package @ R55.00 per month ASP .net / HTML, 10 Email Accounts, Webmail, 50 MB Disk Space, 500 MB Traffic, 1 SQL Database, SmarterStats 2 Statistics, Online Backups, 99% Server Uptime
<input type="checkbox"/>	Professional Web Hosting Package @ R125.00 per month ASP .net / HTML, 20 Email Accounts, Webmail, 75 MB Disk Space, 4 GB Traffic, 2 SQL Database, 1 MySQL Database, SmarterStats 2 Statistics, Online Backups, 99% Server Uptime

* C.1 Please tick preferred web hosting package (One only).

D.1 Acceptance / Signature	
I, hereby declare that the above information is correct and that I have read and agree to the attached	
Terms and Conditions.	
	d d / m m / y y y y
Authorized Signature	Date

* D.1 Please initial each page and sign in full (D.1). All forms should be faxed to **086 655 9319** or a scanned copy emailed to info@de-wet.net

E.1 Terms and Conditions

THIS AGREEMENT is made and entered between DE WET Software Development Studio CC, hereinafter referred to as 'DWS' and the customer, who wishes to use the services of DWS.

1. SERVICE DESCRIPTION: As a web hosting & domain name service provider, DWS provides shared/dedicated server computers which are integrated into the Internet. These server computers shall send and receive information in relationship to the World Wide Web. Customer wishes to connect a Web/FTP/Email site(s) to the World Wide Web utilizing the hardware and software resources of DWS to establish an Internet web presence on one of DWS's server computers.

2. SPAM (unsolicited email): DWS has a strict NO SPAM policy. If a customer has any plans of sending out SPAM, regardless of what server/computer sends it out it, he should not continue with the order. Any account that ignores this policy and sends SPAM in anyway will be terminated without notice and customer will not be entitled to any refund. By completing this contract, the customer agrees that he/she will not send any SPAM related to his site from any computer.

3. ADULT SITES, ILLEGAL INFORMATION AND ACTIVITIES: DWS does NOT host adult sites, nor sites which generally would be perceived as being of adult nature based on language, content, photos, images, including nudity of any form. Further more DWS does NOT host any site which contains or promotes illegal products or information of any kind. The customer also hereby agrees that all domain names and any material submitted for publication on DWS's servers through customer's account(s) will not contain anything leading to an abusive or unethical use of the web hosting product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, ROMS, emulators, hacking, password cracking, IP spoofing, any harassing, offensive and/or harmful materials or uses etc. and encrypting of any the above. Involve in activities or run programs/ applications that monopolize resources bandwidth and/or processor utilization and is intended to prevent the misuse of DWS servers also includes any site which provides "links to" or "how to" information about such material. DWS retains the right and final opinion regarding whether any portion of a site falls within one of these categories. The customer hereby agrees to indemnify and hold harmless DWS from any claim resulting from customer's publication of materials or customer's use of those materials. Violations of DWS's Terms of Service may result in application of immediate account termination procedures and forfeitures as indicated above.

4. EMAIL SERVICES: Email accounts (POP3) are intended to be used directly by the individual/company/organization associated with the domain. It is strongly recommended to use an email program like Outlook to retrieve the email from the POP3 account and store the emails locally. Due to the ever changing nature of email, the email POP3 accounts are not backed up, and in accordance with the above, DWS shall not be liable for any loss of email data stored on the email server(s). Storage of received, sent and any other format of email is considered in determining the total disk space used for the account. Likewise, email traffic is considered in determining the total traffic/bandwidth used by the account.

5. CONDITIONS: The application and this Agreement constitute a binding contract between DWS and the Customer and does not extend to any other person or entity. Customer in case of an individual must be at least 21 years of age and provide a copy of his/her I.D. or a copy of a valid passport.

6. WARRANTIES: With respect to the service to be provided herein, the Customer acknowledges that DWS makes absolutely no warranties whatsoever, express or implied. As a result, the Customer agrees that DWS shall not be liable to the Customer for any claims or damages which may be suffered by the Customer, including, but not limited to, losses or damages resulting from the loss of data (including database data in any format), email data, delays, non-deliveries, or service interruptions. DWS will through provide all reasonably possible assistance to recover any lost data.

7. INFORMATION: The utilization of any data or information received by the Customer from the utilization of the service to be provided by DWS is at the Customer's sole and absolute risk. DWS specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services to be provided hereby.

8. DOMAIN NAME REGISTRATION: DWS registers customer's domain name on his/her behalf. In this regard the Customer hereby waives any and all claims which it may have against DWS, for any loss, damage, claim or expense arising out of or in relation to the registration or renewal of such Domain Name, including but not limited to, registration in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by DWS for any reason. Domain names are not transferable without express permission of DWS.

9. PAYMENT: All payments must be made in advance on/or before the 7th of each calendar month. Should DWS not receive a payment, the customers account will be suspended and a reactivation fee of **R250.00** will be required to uplift the suspension. DWS reserves the right to terminate this agreement without prior notification should the customer fail to settle his/her account before the agreed date. The customer shall be liable for any cancellation, reconnection and/or any legal fees where applicable.

10. CONTRACT RENEWAL: DWS reserves the right to change the configuration, product structure, product cost and/or any other components on all services rendered from time to time and will give 1 ('ONE') calendar months notice prior to doing so. The customer acknowledges that termination of this contract is not possible within a period of 6 ('SIX') months from the date of this contract. The hosting will be automatically renewed on a month to month basis and one calendar month's written notice is required from The Applicant to cancel this contract after the initial period.

All contracts are automatically renewed for another term unless a written notice of cancellation is submitted through 1 month in advance of the renewal date. If no correct notice of cancellation is given, all contracts will be automatically renewed for another term under the same conditions. DWS reserves the right to refuse service to anyone at any given time. DWS reserves the right, in its sole discretion, to deactivate the customer's account(s) without further warning upon an indication of credit problems including delinquent payments, or if this service contract is violated, or if customer's account or the traffic on this account causes any kind of network or server problem or disturbances.

11. MATERIAL and INDEMNIFICATION: Customer hereby agrees that all domain names and any material submitted for publication on DWS's server(s) through customer's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. Client hereby agrees to indemnify and hold harmless DWS for any claim resulting from the submission of illegal materials, any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be initiated against DWS on the grounds of such violation. Violations to DWS's Terms of Service will result in immediate account termination.

12. CHANGES IN TERMS OF AGREEMENT: DWS reserves the right to make changes to the terms and conditions of this Agreement. It is the Customer's responsibility to periodically review the Web Hosting Contract and Terms of Service Agreement). Utilization of the service by the Customer following the effective date of such change shall constitute acceptance by the Customer of such change(s).

13. ENTIRE AGREEMENT AND UNDERSTANDING: This instrument and the application for web hosting constitute the entire agreement between the parties and represent the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

14. GOVERNING LAW: This Agreement shall be governed by the laws of the Government of the Republic of South Africa. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the, remaining provisions of this instrument and the agreement which it evidences, shall remain in full force and effect.

15. CGI-SCRIPTS: Customer are not allowed to use any CGI scripts

16. REFUSAL OF SERVICE: DWS reserves the right to refuse or cancel any service at its sole discretion. Failure to comply with any of DWS policies will result in immediate termination of services. No refunds will be issued under these circumstances.