maxitec

INTERNET SERVICES

dial-up ● hosting ● broadband ● domains

INTERNET ACCESS SERVICES

Account Owner	Account *for office use*
Contact Person	ID Number
Postal Address	Postal Code
Telephone No.	Fax No.
Email Address	Cell No.
VAT Number	

REQUIRED SERVICE(S) (mark appropriate service with an x)

Access Service

☐	56k Dial-up only	R 65
☐	56k Premium Dial-up*	R 95
☐	56k IMAP Dial-up	R 139
☐	Email Only Dial-up	R 49
☐	Temporary Dial-up	R 109
☐	Vodacom 3G p/w (R2/Mb)	R 75

* Includes Premium Mailbox and Blog

Add-on Services

☐	Standard Mailbox	R 10
☐	Premium Mailbox	R 30
☐	IMAP Mailbox	R 75
☐	Domain Mailbox	R 30
☐	Premium Mailbox Batch	R 100
☐	Catch-all Mailbox*	R 150

* 1Gb traffic per month

Monthly Debit Order

Bank	Branch Name
Account Number	Branch No.

Type of Account ☐ Savings ☐ Cheque ☐ Transmission ☐ Credit Card

VISA ☐ MASTERCARD ☐ Expiry Date ☐☐☐☐ CVC ☐☐☐

R _____ monthly amount in words _____

MAX INTERNET TECHNOLOGIES CC t/a MAXITEC reserves the right to escalate the above subscription rate, provided the user is given at least 60 days notice by means of a message placed in a prominent position on the service.

MAXITEC DEBIT ORDER AGREEMENT

I/we confirm that I/we wish to subscribe to the required Internet service/s and hereby request "instruct" and authorise you to debit my/our bank account (or any other bank or branch to which I/we may transfer my/our account) for the monthly service fees. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. The USER authorises MAXITEC to debit the above account for any moneys in arrears even if it exceeds the monthly amount stated. I/We have read the attached MAXITEC Internet Access service agreement and agree with the contents held therein.

Signature _____ Date _____

Print Name _____

MAXITEC INTERNET ACCESS SERVICES AGREEMENT

1. This Internet Access Services Agreement (hereinafter referred to as the "Agreement") is a legally binding contract concluded between **MAX Internet Technologies cc t/a MAXITEC**, Registration No. CK1997/58636/23 with its principal place of business at First Floor Rothnick Croft Building, 155 Main Road, Hermanus (hereinafter referred to as "**MAXITEC**") and any individual, close corporation, association, agency, company, or other Legal entity (hereinafter referred to as the "**USER**") who accesses and / or uses the facilities, systems, or services of **MAXITEC**.

2. The **USER** agrees to be bound by the terms of this Agreement as a prerequisite to and in consideration for receiving and using the Internet Access Services provided by **MAXITEC**. The Internet Access Services shall include but not be limited to any and / or all services, information, materials and systems, etc., accessed or used though or by means of any **MAXITEC'S** facilities, systems or services. In the event of a breach of this Agreement by the **USER**, all the **USER'S** Internet Access Services provided by **MAXITEC** shall be immediately terminated and upon any such termination all **USER** fees paid, shall be forfeited to **MAXITEC** as liquidated damages. The aforesaid right of termination shall be exercised in **MAXITEC'S** sole discretion, and knowledge of and / or acquiescence by **MAXITEC** in similar or prior breaches by the **USER** shall not preclude **MAXITEC'S** subsequent exercise of this right of termination.

3. The **USER** with his / her signature hereof, certifies that any materials supplied to **MAXITEC** for publication by electronic or other media and / or are published by the **USER** himself through the use of **MAXITEC'S** Internet Access Services are not copyrighted. Where copyright exists on such materials, the **USER** warrants that authority has been obtained from such copyright holder to publish such materials. The **USER** herewith indemnifies **MAXITEC** and agrees to carry all costs, including legal costs on an Attorney and Client scale, should a copyright dispute arise as a result of materials supplied by the **USER**.

4. Internet Access Services provided by **MAXITEC** may only be used for lawful purposes and in accordance with all applicable laws, statutes, rules and / or regulations of the Republic of South Africa. The use of **MAXITEC'S** facilities for any unlawful activity in violation of any law of South Africa, or international governing law, statute, rule, regulation or ordinance is strictly prohibited and constitutes a breach of this agreement.

5. The prohibition of unlawful uses and activities by the **USER** includes, but are not limited to the sending of unsolicited email (SPAM), transmission, promulgation, theft, procurement, communication, alteration, publication, storage, or use of any information, material, property, images, code, or data in violation of any laws relating to intellectual property, copyright, patents, trade mark, trade secret, privacy, indecency, obscenity, or harassment.

6. The **USER** is solely responsible to obtain the required knowledge of and / or adherence to any and all applicable laws, statutes, rules and regulations pertaining to the **USER'S** use of any of **MAXITEC'S** facilities, systems, or services, and to the communications means by which the **USER** connects its terminal or PC to **MAXITEC'S** facilities, systems, or services or any other service provided by **MAXITEC**.

7. **MAXITEC** reserves the right, but does not accept any liability, to read, examine, delete, evaluate or inspect any information contained in a **USER'S** files, electronic mail messages, newsgroup postings or other communications to the extent deemed necessary, in **MAXITEC'S** sole discretion in order to protect **MAXITEC**, its facilities, systems, or other users from or damage or legal liability from whatsoever nature, and for proper administration and maintenance of the system. **MAXITEC** will not release or disclose any of the **USER'S** information to any other party unless required or directed to do so by an applicable legal authority and / or Court Order. Unless legally prohibited from doing so, **MAXITEC** shall make all reasonable efforts to notify the **USER** of any disclosure of the **USER'S** information to third parties. Notwithstanding the aforesaid **MAXITEC** reserves the right to disclose **USER** information in order to prohibit or prevent any unlawful activity by the **USER** and / or in the event of any legal action or proceedings instituted against **MAXITEC** by the **USER** and / or any other party as a result of any activity or action by the **USER**.

8. Cancellation of this internet access services agreement can be done by either party giving the other written notice of not less than 60 (sixty) days at the other party's chosen domicilium citandi et executandi. **MAXITEC** reserves and will have the right to delete all data, files and / or other information that is stored or held in the **USER'S** account, if the **USER'S** account with **MAXITEC** is terminated, for any reason, by either **MAXITEC** or the **USER**.

9. The resale of **MAXITEC** services by **USER** is strictly prohibited. Not more than one login session may be active at any given time for any specific **USER** account.

10. The **USER** acknowledges that access to the world wide Internet is dependent upon various factors, technologies and systems, which are beyond **MAXITEC'S** authority and control and that routine maintenance and periodic system repairs, upgrades, and reconfigurations may result in temporary impairment or interruption of service to the **USER**. In lieu of the aforesaid **MAXITEC** does not guarantee continuous or uninterrupted service, and reserves the right, from time to time, to temporarily reduce and / or suspend its service to the **USER** without notice. **MAXITEC** will as far as reasonable possible, but cannot guarantee such efforts, notify the **USER'S** in advance of any such service reduction or interruption and schedule any such service reduction or interruption during off-peak periods and for as brief duration as possible.

11. **MAXITEC** shall not be liable to the **USER** for any consequential loss or damage sustained by the **USER** in connection with the agreement or for any claims made by any other legal entity whatsoever. The **USER** hereby indemnifies and hold harmless **MAXITEC**, its officers, directors, shareholders, agents, employees and other users, from any and all claims, costs, expenses, judgments, causes of actions, attorneys fees, litigation, or court costs resulting from the **USER'S** use of **MAXITEC'S** facilities, systems, or services in any manner, whether directly, indirectly, or by any act or omission.

Signature _____

Max Internet Technologies c.c. (t/a Maxitec) ck 9758636/23

TEL 086 1234 777 **FAX** 028 313 0495 **MAIL** Suite 86, Private Bag X15, HERMANUS, 7200 **EMAIL** support@maxitec.co.za

12. It is expressly recorded that **MAXITEC** does not warrant or guarantee, without limitation thereof, the availability, accuracy or content of information, products or services provided through and / or in connection with the facilities, systems, or services of **MAXITEC** or the merchantability or fitness thereof for a particular purpose.
13. **MAXITEC** does not accept any liability, including without limitation, for damages caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action.
14. The Rules, Policies and System Use Guidelines of **MAXITEC** can be found at http://www.maxitec.co.za/internet/Agreement.htm and are incorporated herewith of this Agreement. Violation of any of **MAXITEC** Rules and Regulations shall constitute breach of this Agreement. **MAXITEC** reserves the right to amend **MAXITEC** Rules and Regulations from time to time and any such amendments shall become effective upon promulgation thereof to the **USER**.
15. The **USER** nominates the street address, as aforesaid, as the domicilium citandi et executandi for the service of all notices and legal process pursuant to the terms and conditions of this agreement.
16. The **USER** shall be responsible and liable for all and / or any legal costs on an Attorney and Own Client scale, incurred by **MAXITEC** to recover any monies due by the **USER** and / or occasioned by a breach of any of the terms and conditions contained herein by the **USER,** which legal costs shall include tracing costs, collection commission and any related cost or expenses.
17. The parties hereby agree that this agreement is subject to the Law of South Africa and consent to the jurisdiction of the Magistrate's Court should any claim arising out of the terms and conditions of this Agreement be beyond the jurisdiction of the Magistrate's Court. Notwithstanding the aforesaid, **MAXITEC** shall have the right to take legal action against the **USER** in any other Court of competent jurisdiction.
18. This Agreement and any written extensions thereof represents the whole agreement between the parties and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, orders, statements, or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. No variation hereof shall be binding and have effect, unless agreed to by the **USER** and **MAXITEC** in writing.
19. I / We the Directors, Members, Partners / Proprietors for and on behalf of the **USER** hereby undertakes to personally honour any indebtedness of the **USER** towards **MAXITEC** and I / We hereby bind myself / ourselves as surety(ies) and co-principal debtor(s) to and in favour of **MAXITEC** for all and the debts of the **USER** hereinafter incurred pursuant to the Agreement.

ADSL SPECIFIC TERMS AND CONDITIONS

1. The **USER** shall be solely responsible for the purchase, management, security, and maintenance of all relevant computer equipment, networking equipment, modem, operating system, software, and all Telkom rental and phone call costs used to connect to the Internet.
2. ADSL is a "best effort" service. As a result of **MAXITEC**'s dependence upon Telkom for the provision of ADSL, **MAXITEC** cannot guarantee throughput speeds, availability, or its usefulness for any application.
3. Usage is based on the amount of data uploaded and downloaded per account login.
4. Usage records are updated every hour.
5. **Users** can select ADSL packages based on monthly data use, i.e. (1GB ADSL). Once the **USER**'s usage equals or exceeds the included traffic allowance during any calendar month, the service will cease to function until the end of the current calendar month.
6. Additional bandwidth can be purchased at any time during the month by enabling auto-topup at http://www.maxitecdsl.co.za or by contacting technical support.
7. Additional bandwidth will be invoiced at month end and debited against the nominated bank account where a debit order agreement exists.
8. Any unused portion of additional bandwidth will be carried over to the following month unless an account is upgraded or downgraded, in which event unused bandwidth will be forfeited.
9. **MAXITEC** reserves the right to refuse automatic updates where the users do not have a debit order arrangement.
10. Users can upgrade or downgrade packages; but any such change will only be applied at month end.
11. Month end calculations will be finalised within 48 hours of the 1st of any given month. Month end will be within 48 hours of the 1st of any given month.
12. Written notice of any disputes regarding data usage or charges must be provided to **MAXITEC** within 14 days of the time the dispute occurred. **MAXITEC**'s decision is final regarding the accuracy of data usage statistics.

Signed at		On the	
Signature		Print Name	

Max Internet Technologies c.c. (t/a Maxitec) ck 9758636/23