



P.O.BOX 13304  
 LAUDIUM 0037  
 TEL: 012-3742015/374 1907/3741549

25 HS EBRAHIM CENTRE  
 BENGAL STREET LAUDIUM  
 FAX: 012-374 1898

**APPLICATION FORM FOR AN INTERNET SHOPPE DIAL – UP/ADSL CONNECTION**

**Personal Details**

Title: [ ] Mr [ ] Mrs [ ] Miss [ ] Dr [ ] Prof  
 Surname: \_\_\_\_\_ First Name : \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Invoice Attention: \_\_\_\_\_  
 Company Name: \_\_\_\_\_

**Addresses: Postal and Physical**

Addresses:	Postal Address:	Physical Address:
Address Line 1		
Address Line 2		
City		
Postal Code		
State / Province		
Country		

**Telephone Numbers**

Business Tel No. (\_\_\_\_\_) \_\_\_\_\_  
 Home Tel No. (\_\_\_\_\_) \_\_\_\_\_  
 Fax Number (\_\_\_\_\_) \_\_\_\_\_  
 Present e-Mail Address (if any) \_\_\_\_\_  
 Do you intend keeping old e-Mail Address : \_\_\_\_ (Y/N)

**e-Mail Addresses Required with Dial-up**

E – Mail Adresses : \*\* You may select an address ranging from a minimum of 3 characters and a maximum of 8 characters. (Start with a Letter) - Normal Suffix @ishoppe.co.za Others Available - talk to consultant !

E-Mail	eMail Name	Password
Free eMail #1		
Free eMail #2		
Free eMail #3		
Additional eMail #1 Chargable R15-extra pm		
Additional eMail #2 Chargable R15-extra pm		
Additional eMail #3 Chargable R15-extra pm		

## System Details and Subscription Pricing Selection

Operating System :  Windows  Apple Mac  Linux

Modem Speed :  56,400  ISDN

Brand of PC:  Ishoppe  HP/Compaq  Dell  Acer  Mecer  
 Other ... Please Specify: \_\_\_\_\_

Type of Processor:  x86  x64  Motorola Based  
 Alpha  Other/Don't Know

### Pricing Options:

Tick One Only	Description of Subscription (Choose 1 Only)	Installation +1/2 hr Training	Effective Monthly
<input type="checkbox"/>	Month to Month – Prepaid Dial Up		
<input type="checkbox"/>	One Year Prepaid Dial up Subscription 1 month free!!! R_____ per Annum incl.		
<input type="checkbox"/>	ADSL per GB min 3Gb		
<input type="checkbox"/>	Hosting		

Date Service Required : \_\_\_\_\_

Note: Internet Related Call Outs **R285.00**/hour (subject to change without notice )

Pay Method:  Credit Card  Prepay by Cheque/Cash

If paying by Credit Card fill in the following:

#### Credit Card Details

Card Type (e.g. VISA) :  Visa  MasterCard

Card No : \_\_\_\_\_

Expiry Date - Month:\_\_\_\_ Year:\_\_\_\_ CVC\_\_\_\_\_(LAST 3 NO'S ON BACK OF CARD)

I hereby authorize Internet Shoppe cc to debit whatever amount is due by me on the appropriate due dates as mentioned above. I understand that subscriptions are ...

**payable in advance (i.e. if monthly then at monthly in advance, if yearly then yearly in advance). I also agree that my subscription will continue on a monthly basis at the expiry of this contract at Internet Shoppe's option and 30 days notice will have to be given in writing to Internet Shoppe to terminate the service (after contract has expired). No refunds will be made for unused periods.**

**I, the undersigned hereby understand that this contract is subject to the terms and conditions attached hereto in the Service Agreement, and I have read and fully understand the conditions.**

Signed at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By : Name in Blockletters : \_\_\_\_\_

Signed

Accepted for and on behalf of Internet Shoppe cc

By: Name in Blockletters : \_\_\_\_\_

Signed for Internet Shoppe cc

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*SERVICE AGREEMENT Terms and Conditions*

1). **RECORDAL**

- Internet Shoppe cc sells access to its computer network on a subscription basis and access to the Internet is exercised via a dial-up connection by the subscriber keying in a valid log-in ID and password specifically granted to the subscriber (hereinafter referred to as the "log-in ID").
- In order for the subscriber to be issued with a valid log-in ID and password, Internet Shoppe cc requires the subscriber to conclude this Internet Shoppe cc Service Agreement and the subscriber hereby binds himself to this agreement.

2). **INTERPRETATION IN THIS AGREEMENT :**

"**COMMENCEMENT DATE**" - means the date of signature hereof or the date when the subscriber receives his log-in ID and password, whichever date is the earlier;  
"**PASSWORD**" - means the word or device or sign given by Internet Shoppe cc to the subscriber that will entitle the subscriber to gain access to Internet Shoppe cc's computer network or its Upstream Service Provider;  
"**SERVICE**" - means any service as may be provided by Internet Shoppe cc in terms hereof;  
"**SUBSCRIPTION**" - means any amount payable to Internet Shoppe cc as stated in this agreement and, where applicable, includes the monthly connection fee, any interest outstanding, all current amounts due and amounts that must still become due.

3). **SUBSCRIPTION AGREEMENT**

- Internet Shoppe cc, with effect from the effective date, hereby grants to the subscriber the use and enjoyment of its computer network to gain entry to the Internet on the terms and conditions set out herein.
- The subscriber hereby accepts the sale of such access given to him/her and agrees:
- That the log-in ID and password will be made available to him/her for personal use only;
  - To the prohibition imposed on him/her not to give or make available the personal log-in ID and password given to him to any other person for such person's use ("unauthorised use");
  - In the event that any such unauthorised use takes place, to pay, on written demand made by Internet Shoppe cc, all such costs involved in the usage of such subscriber's log-in ID and password;
  - That the ISDN dial-up option is for single access users only and the subscriber will not under any circumstances allow any other party to exercise such access otherwise Internet Shoppe cc in its sole discretion shall be entitled to apply such different rates that it normally applies for business or commercial access.

4). **PAYMENT OF CHARGES**

- The subscriber shall pay the subscription, charges and charge rates as set out in the standard price list applicable as at the effective date and subject to any increases or decreases as allowed in terms of 5.5 below.
- The subscriber shall be invoiced for the monthly connection fee as per the price list in advance at the beginning of each month, and for usage fees as per the price list on a monthly basis at the last day of the month.
- The monthly fees for Closed User Groups on Internet Shoppe cc Interactive to which the subscriber has subscribed will also be deducted at the beginning of each month.
- In the event that the subscriber fails to pay any amount which may become due by the subscriber to Internet Shoppe cc in terms hereof on the due date for such payment, then, without prejudice to any of the rights granted to Internet Shoppe cc in terms hereof:
  - Any such amount not paid on due date shall bear interest at the rate of 2% above the prime overdraft rate, calculated daily in advance as from the due date (both dates inclusive);
  - Internet Shoppe cc shall be entitled to take all such further steps as may be necessary to recover such monies from the subscriber, or to suspend the service to the subscriber until such time that the subscriber has fulfilled his/her obligations in terms hereof, or to terminate this agreement.
- Internet Shoppe cc shall give the subscriber one month's written notice of any increase or decrease in the rates set out in its standard price list should Internet Shoppe cc in its sole discretion elect to increase or decrease such rates, and the subscriber shall be bound to such adjustments. The adjustments in such amended standard price list shall take effect on the date of expiry of the written notice.
- The subscription charges set out herein and all other payments due in terms hereof shall be paid free of exchange and without deduction or set-off by way of a direct debit order (drawn against the subscriber's nominated current banking account) in favour of Internet Shoppe cc's bankers, or in such other manner as Internet Shoppe cc may from time to time determine and at such address as Internet Shoppe cc may elect. The subscriber shall sign all such forms and do all such things as may be necessary to give effect to the foregoing.
- The subscriber shall not be entitled during the currency of this agreement to withhold payment of any amount by reason of any alleged breach by Internet Shoppe cc.

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5). **TERMINATION OF AGREEMENT**

The agreement can be terminated immediately by either party after the term of the contract is completed. Internet Shoppe cc reserves the right to Terminate this agreement if the service is misused. Termination will not result in any refund by Internet Shoppe cc of pre-payments made to Internet Shoppe cc. On account of termination, no refund will be made and outstanding balances remain valid and have to be settled within 30 days of termination.

**6). SYSTEM AVAILABILITY**

- Internet Shoppe cc shall make every effort to keep the system available at all times and shall use its utmost endeavours to strive for 100% uptime. Internet Shoppe cc is, however, unable to guarantee 100% uptime.
- Internet Shoppe cc shall strive at all times to provide its subscribers with prior notice, where possible, of scheduled maintenance so as to avoid subscribers having to log off for any period of time.
- Internet Shoppe cc shall not be responsible for the performance of external communications networks to which the service is connected, and which networks include the networks of Internet service providers other than Internet Shoppe cc.
- The subscriber accordingly indemnifies Internet Shoppe cc against all claims of whatever kind and whether foreseeable or unforeseeable, as a result of Internet Shoppe cc not being able to keep the system available to the subscriber under the circumstances described in this clause 4.
- The subscriber further indemnifies and holds Internet Shoppe cc harmless against any and all losses, injury, damage, penalties or claims of whatsoever nature and howsoever arising from or in connection with the service hereby made available by Internet Shoppe cc.

**7). USER ETIQUETTE**

*The subscriber acknowledges and agrees that:*

- Internet Shoppe cc's users are expected to oblige by general accepted Usenet etiquette ("Netiquette");
- Illegal cancellation of Usenet posts other than the subscriber's own, repeated and blatant off-topic posts, gathering of e-mail addresses and/or names for commercial, political or charity purposes and sending or posting of abusive, threatening, harassing, illegal material and/or programmes are regarded as serious violations.
- customer will not knowingly create, store or disseminate any illegal content;
- customer commits to lawful conduct in the use of the services, including copyright and intellectual property rights; and
- an undertaking not to send or promote the sending of spam.
- Internet Shoppe cc reserves the right to:
  - i) remove any content hosted by us that we considers illegal or for which we have received a take-down notice.
  - ii) suspend or terminate the service of any customer that does not comply with the terms and conditions, Acceptable Use Policy or any other contractual obligations.

**8). SECURITY**

- In order to ensure the security and reliable operation of the system to all subscribers, Internet Shoppe cc hereby reserves the right to take whatever action Internet Shoppe cc finds necessary to preserve the security and reliability of the system.
- The subscriber acknowledges that he/she is prohibited from utilising Internet Shoppe cc services to compromise the security or tamper with system resources or account(s) on computer(s) at Internet Shoppe cc, or at any other site.

**9). SPAMMING**

- The subscriber shall not engage in any abuse of E-mail or spamming, and which conduct shall include, inter alia, the posting or cross-posting of unsolicited articles with the same message (or essentially the same message) to an unacceptably high number of e-mail and newsgroup recipients that did not request to receive such messages.
- In the event that the subscriber should engage in any one or more of these practices, then Internet Shoppe cc shall be entitled to do the following :
  - To terminate the subscriber's account and/or access to Internet Shoppe cc services, including web hosting services;
  - To bill the subscriber for any costs incurred by Internet Shoppe cc, including bandwidth, administration labour, downtime, usage of Internet Shoppe cc's name or registered domain names, CPU cycles, etc. (but not limited to the listed resources); and
  - To informing any or all recipients of the subscriber's spam of the personal and public information of the user.

**10). USE OF MATERIAL**

- The subscriber undertakes to abide by all laws applicable to copyright, redistribution or resale of any data and/or information retrieved from the service as specified or implied by Internet Shoppe cc or any of the local or foreign service providers or laws governing the provision of the service.
- The subscriber may not resell the information, or use the information for monetary gain, unless permitted to do so in writing by Internet Shoppe cc and/or the Information Provider.
- Internet Shoppe cc disclaims any warranty or merchantability or fitness for a particular purpose.

**11). INFRINGEMENT**

Breach Should the subscriber be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then Internet Shoppe cc shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, to do the following:

- Claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
- Immediately suspend the services provided for in this agreement until such time that all such outstanding amounts have been paid; and / or
- Immediately terminate this agreement, retain all monies already paid by the subscriber and to recover all legal costs, including costs on the attorney and client scale.

**12). WEB HOSTING**

The subscriber acknowledges that use of Web storage space is limited to non-commercial use only. Unauthorised commercial use makes the account and its associated web pages subject to temporary or permanent disconnection. Internet Shoppe cc reserves the right to charge and collect the appropriate commercial fees from the subscriber for past services provided. Internet Shoppe cc's determination of fact of "commercial use" of an account is final and will be made on a case by case basis.

**13). CERTIFICATE OF INDEBTEDNESS**

- The amount of the subscriber's indebtedness to Internet Shoppe cc and the fact that such indebtedness is due and payable shall be determined and proved by a certificate signed by Internet Shoppe cc (or by one of Internet Shoppe cc's directors, whose appointment, qualification and authority need not be proved).
- The certificate shall be binding on the subscriber, be prima facie of the amount due, owing and payable by the subscriber to Internet Shoppe cc and shall be deemed to be a liquid document for the purpose of obtaining provisional sentence and/or any other judgement against the subscriber.

**14). CESSION AND DELEGATION**

- The subscriber shall not cede any of his/her rights nor delegate any of his/her obligations hereunder.
- Internet Shoppe cc shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.

**15). JURISDICTION**

The subscriber hereby irrevocably consents to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by Internet Shoppe cc arising out of this agreement, provided that Internet Shoppe cc shall be entitled, in its sole discretion, to institute such proceedings in the High Court of South Africa and, in such event, the subscriber consents to the jurisdiction of the said court.

**16). GENERAL**

- 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.
- No variation of this agreement shall be binding unless recorded in writing and signed by the parties.

*Signature Of Client :* \_\_\_\_\_

*Date :* \_\_\_\_\_