

# Webstorm

Subscriber Agreement  
**ADSL UNCAPPED Specials**  
May Require new ADSL Modem.

Reseller:

## Subscriber Details:

Name: \_\_\_\_\_  
Trading As: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Reg. Number / ID: \_\_\_\_\_  
VAT Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Cell: \_\_\_\_\_ / \_\_\_\_\_  
Email ( accounting and custodian of username & passwords )  
\_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_  
Tel : ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_ Code: \_\_\_\_\_  
Postal: \_\_\_\_\_ Code: \_\_\_\_\_

## ADSL UNCAPPED Specials

Line speed	Data allocated	Price	Select
384Kbps	Uncapped	R215 pm	<input type="checkbox"/>
512Kbps	Uncapped	R359 pm	<input type="checkbox"/>
1024Kbps	Uncapped	R499 pm	<input type="checkbox"/>
4Mbps	Uncapped	R535 pm	<input type="checkbox"/>

### Optional Routers:

(Non-network locked) 4 port ADSL router (Wired) @ R750.00   
(Non-network locked) 4 port ADSL router (Wireless) @ R850.00

### Onsite Callouts:

New Installation or reconfiguration of existing router @ R450.00   
Delivery (If no onsite installation/reconfiguration is required) @ R100.00   
Pots Filter @ R 99.00

### Optional ADSL Line:

Kindly indicate if you wish to have the ADSL Line rental included at the rates indicated below. ( Analogue portion, calls and or fax costs billed by Telkom directly to client )

384Kbps @ R152.00 pm   
1024Kbps @ R326.00 pm   
4Mbps @ R413.00 pm

*If this option is selected, kindly complete the relevant information on the first section of page 2.*

**Prices include 14% VAT**  
**This product is subject to port shaping and the available bandwidth may be contended.**

## Terms: ( continues on page 2 )

Fine print in layman's terms: ( For the New UNCAPPED ADSL opposed as the standard Uncapped ADSL being used in the marketplace )

These options are aimed at the "consumer market" and should not be considered for normal business use. No streaming ( video or audio ) allowed. i.e. you will not be able to listen to your favourite radio station via the Internet. You will not be able to use Peer to Peer programs such as Limewire and Kazaa You will share the available bandwidth with other users and this could slow your connection down. ( especially as more and more users take up this option)

Kindly note that, there are very specific Terms and Conditions relating to these packages. Cancellation of services requires a full calendar month notice in writing. Please note that all prices include VAT. Access details will be emailed to the email address indicated on this agreement. Prices may be adjusted with a month prior notice to subscriber. Services will be suspended should the monthly subscription fee not be paid within 7 (seven) days from the due date as stipulated in the Terms here under. Resumption of services will only occur once all arrears are settled and all debit order information is current. Subscription fees are payable in advance and no Pro-rata payments are catered for. Webstorm reserves the right to terminate services unilaterally without providing reasons for such termination. Subscription is payable monthly in advance on or shortly after the 1st day of the month

## Declaration and Instruction:

On the acceptance of this subscriber agreement by Webstorm, I/we hereby request and instruct Webstorm to debit my/our bank account as detailed here under with all amounts becoming due on a monthly basis and to continue uninterrupted until this debit order is cancelled in writing and in accordance with all terms and conditions relating to this agreement. I/we have read and understood and agree to be bound by the conditions of this agreement and declare that the information given is true and correct. I/we hereby consent to Webstorm doing a credit check for vetting this agreement. I/we agree to pay any penalties or bank charges that may be incurred due to a debit order not being honoured.

## Banking Detail:

Account Name: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Type of Account: Cheque  Saving  Transmission   
Account Number: \_\_\_\_\_  
Branch Name & Code: \_\_\_\_\_ / \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Webstorm (Pty) Ltd

Call Centre: 086 1101 527  
Call Centre Fax: 086 522 6989  
Support mail: support@webstorm.co.za  
Accounts mail: accounts@webstorm.co.za  
Postal Address: P.O. Box 10444, Ashwood, 3605  
Website: www.webstorm.co.za  
Co. reg. no. 2006/037291/07  
Vat Number: 4230218069  
Vans: VLS 40/0216

I request and authorise Webstorm to apply for ADSL on my current Telkom Line ( \_\_\_\_ ) \_\_\_\_\_

This line is under the following name with Telkom : \_\_\_\_\_

This line is not connected to a PABX and is NOT a Pre-Paid Telkom line. ( Lines connected to a PABX needs to be removed from the PABX. Pre-Paid Lines must be converted to standard Telkom monthly rental lines by the client.)

**OR**

I request and authorise Webstorm to migrate ownership of my current Telkom ADSL line portion to the Webstorm Wholesale account with Telkom. The line number is: ( \_\_\_\_ ) \_\_\_\_\_ and , this line

is under the following name with Telkom : \_\_\_\_\_

<b>NB ! - Physical Installation address:</b> _____ _____ _____
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**General Terms and conditions continued:**

Upon suspension of services by Webstorm, clients will have 30 days in which all arrears on account must be settled failing to comply will result in Webstorm cancelling the ADSL portion of the associated Telkom line with Telkom and the client will liable for all costs incurred until date of formal cancellation by Telkom. Such cancellation cannot be reversed and will result in a new application for ADSL service should clients require the ADSL service to be restored. In the event where Telkom suspends or cancel services on the clients Telkom line, the client will inform Webstorm of his/ her intentions as Webstorm will continue billing the clients until formal cancellation is received according to standard cancellation procedures.

Due to the nature of this product you will initially be billed for a full month regardless of the activation date.

Upgrading of packages will be allowed from the 1st day of the month following the upgrade request. Downgrading of packages require a calendar month notice.

All prices are subject to change

**NB:** Where the ADSL line rental is included, the above pricing is in addition to your existing telephone line rental and calls, and will not appear on your Telkom invoice. Telkom will invoice you directly for the Analogue portion of the line and voice calls whilst Webstorm will invoice you separately for the ADSL package that includes the ADSL line rental.

**Please note:** Provisioning of the ADSL line does not include the setup of PC's or LAN's. Should this be required a separate quote may be requested. Call out fees will be levied at the ruling rates should a technician establish that reported problems are caused by 3rd party equipment and or software. Existing ADSL network locked routers will not be usable.

Webstorm will endeavour to meet the benefits described. Subscribers to this service agree that Webstorm and its employees and management will not be held responsible for matters not within their control. Subscribers furthermore agree that service measurements will only apply to service requests that are logged and ticket numbers obtained from the Webstorm call centre and that the logging of such requests will only be done during the operational times of the call centre during week days.

The client, by signing this document agrees that the provision of Telkom's ADSL access service is subject to Telkom's standard terms and conditions available at all Telkom's Customer Service Branches. Webstorm and Telkom accepts no liability for any loss or damages to the property or equipment of the customer arising out of the provision, installation or maintenance of the ADSL access service as provisioned by Webstorm. Webstorm cannot guarantee the provision of the requested service upon the receipt of a written or electronic order. You will be formally notified after receipt of a written or electronic order on whether or not the ADSL access service can be provided. The provision of Telkom's ADSL access service is subject to network availability, distance, copper quality and line sync speed limitations. Webstorm would therefore advise you not to purchase an ADSL modem or upgrade your PC prior to confirmation that service can be provided. Please note that once Telkom has received an order for ADSL access service, it will normally take up to 7 days to test for availability.

**Turnaround Times and Support:**

Once your application and relevant documents have been received and captured, you should be informed within 7 to 14 working days of the installation date subject to Telkom infrastructure availability. Webstorm will then arrange the provisioning of the line and will be your Single Point of Contact (SPOC) regarding all matters relating to the ADSL line. This includes the administrative as well as the technical support of the service. Should a Telkom technician be requested by you without the authority of Webstorm, you will be held responsible for the cost of the call out.

**Acceptable Usage Policy:**

By signing this document, the subscriber confirms that he/she has read, understood and agrees with the Webstorm Acceptable Usage Policy as published on the Webstorm website that can be found at [www.webstorm.co.za](http://www.webstorm.co.za)

Authorized Signature : \_\_\_\_\_ in acceptance of the Terms and Conditions

Name of signatory: \_\_\_\_\_ Designation: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# **Webstorm Information regarding UNCAPPED ADSL for the Consumer Market**

March 2010

The following extract from one of our tier 1 suppliers regarding a offer from a well known SA ISP:

I have seen this offer and the devil is in the fine print (as usual) .

*“You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the ADSL Services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the ADSL Services in an abusive manner in connection with any unlimited packages, options or promotions.”*

<http://www.mweb.co.za/legalpolicies/ProductsServices/ADSLTerms2010/tabid/1918/Default.aspx> (Think this is point 5.6 on the T&C's )

## **In addition:**

1. We are very aware of the input costs to run a world class ADSL solution and we know that performance is directly related to price. The amount of bandwidth allocated to a service and therefore the performance of the service is determined by the price charged.
2. The hype around new products by our competitors always diverts the focus away from the fine print. (see above)
3. We are committed to being able to provide a service at a price that can truly provide what is being offered. We also don't hide any finer details. Our conventional uncapped products are truly uncapped and our unshaped services are truly unshaped. The performance of our products are configured at the best possible level for the prices charged.

**Apart from the above, Webstorm is in the position to offer ( as from 29 March 2010 ),**

## **Webstorm Basic UNCAPPED ADSL**

**384Kbps @ only R 215 pm inclusive of VAT**

**512Kbps @ only R 359 pm inclusive of VAT**

**4Mbps @ only R 535 pm inclusive of VAT**

These packages are in the same class of service offered by other ISP's with the exception that the connectivity to the Internet from the ISP outwards, is the second largest “pipe” in South Africa with multiple fail over paths such as satellite, Sea-com Fiber and SAT3 Fiber.

The likelihood of severe congestion is thus greatly reduced.

It must however be clearly understood that these products are not recommended for business use and is aimed at the consumer market. Services such as voice and video streaming, large FTP up and downloads, Peer to Peer programs etc. will not work as well as using conventional ADSL connections. Large email files may also cause time outs. Consumers are thus well advised to make sure they subscribe to these type products that DO NOT tie them in to long term contracts. Webstorm offering is on a month to month basis.

### **Some exclusions or facts worthy of noting:**

- These type of products are shaped 24/7
- Listing to your favourite radio station may be problematic
- Playing on-line games may be problematic
- Running VPN networks will be very problematic if not impossible.
- For consumer markets, this is however a great and very useful product.
- No Static IP's means that you will not be able to host your own mail server etc.

*More information and a downloadable application form can be found at: [www.webstorm.co.za](http://www.webstorm.co.za)*

*or call Webstorm on 086 1101 527*

Initial: \_\_\_\_\_