



# Hot Spot Subscriber Agreement

Dealer Name :

### Client Details :

Registered Name : \_\_\_\_\_

Registration Number or ID : \_\_\_\_\_

Trading Name : \_\_\_\_\_

Vat Number : \_\_\_\_\_

Physical Address: (The Site) \_\_\_\_\_

Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Code: \_\_\_\_\_

Tel: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Cellphone : \_\_\_\_\_

Contact  
(Technical) : \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Details

- 1. Installation and Setup Hardware **R 3,500.00**
- 2. Additional Hardware R2500 per additional unit **R \_\_\_\_\_**
- 3. Training 1 Hour included
- 4. Telephonic support (1/2 Hour per month)

(prices include 14% VAT) **Rental R 350 pm**

### Terms and Conditions

#### Terms of Service

In this Service Agreement, "you", "your", and "Customer" refer to each customer and "us", "our", "we", and "Provider" refer to Webstorm cc. This agreement explains the terms and conditions under which we will provide the services you order ("Service" or "Services").  
No Warranties

Provider does not guarantee that Service will be provided without interruption. Provider does not guarantee quality or timeliness of Service, and will not be held liable for any losses in the event of a Service failure. PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT.

Authorization / Prohibited Activities. Customer warrants that he/she has authorization to manage devices which Customers configures in the Service.

#### Fees

As consideration for the services you have selected, you agree to pay to us the applicable rental and or service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to:

- (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true.

#### Payments of Services

Webstorm cc reserves the right to increase pricing for renewal terms, provided Webstorm cc notifies Customer of any such price increases at least thirty (30) days before the end of the then current term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true.

#### Term and Termination

You agree that the Agreement will remain in full force during the length of the term of your Services. Termination of the rental agreement requires a 2 calendar month notice that may not be given during the initial 12 months of the agreement. Failing notification of termination the agreement will be continue after the initial 12 months, requiring 2 calendar month notice period. It is expressly understood that upgrades to the system will only be done for systems that are under a 12 month contract. Should you choose to renew or otherwise lengthen the term of your Services, then the term of this Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term. The term of this agreement will be 12 months from the latest of the date of signature of this agreement or the date whereupon the service is activated.

### Limitation of Liability

You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of the server, password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, and the directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your Services.

### Account Misuse

In no event will Webstorm cc be liable for any unauthorized use or misuse of the rental server / Hot Spot hardware or password(s). It is your responsibility to protect the information provided to you by Webstorm cc.

### Revisions

This agreement may be revised from time to time by Provider. Such revisions will be effective and binding from thirty (30) days after posting on <http://www.webstorm.co.za>

### Severability

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

### Banking Details

Account Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Type of account: Cheque  Savings  Transmission

Bank Account Number: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ dd / mm / yyyy

Please supply:

Copy of ID (Signatory) and Letterhead (Companies only)

### Webstorm contact details

# Webstorm (Pty) Ltd.

Call centre 0861 101527

Call centre Fax 086 522 6989

Support e-mail [support@webstorm.co.za](mailto:support@webstorm.co.za)

Accounts e-mail [accounts@webstorm.co.za](mailto:accounts@webstorm.co.za)

Postal Address : P O Box 10444, Ashwood, 3605

Website: [www.webstorm.co.za](http://www.webstorm.co.za)

Webmail: [secure.webstorm.co.za](mailto:secure.webstorm.co.za)

Office use only

Activation By: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_ dd / mm / yyyy

Database Updated

Auth Activation

Email Activated

Client Billing

Debit order

Invoicing

