

## 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: \_\_\_\_\_

## Linux Server Rental

**Linux Server Rental @ R 450.00 pm**   
Once off Setup Cost @ R1500.00 billed with 1st debit order

## Terms:

In this Service Agreement, "you", "your", and "Customer" refer to each customer and "us", "our", "we", and "Provider" refer to Webstorm (Pty) Ltd. 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. **THE 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: The 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 service(s) fees. All fees payable hereunder are non-refundable. You, by completing and submitting this Agreement represent that the statements in your application are true. **Payments of Services:** Webstorm (Pty) Ltd will charge the Customer at the prices and terms and conditions for the Services and related items as set forth on the Webstorm website. Webstorm (Pty) Ltd reserves the right to increase pricing for renewal terms, provided Webstorm 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:** You agree that the Agreement will remain in full force during the length of the term of your Services. You will give Webstorm (Pty) Ltd. One full calendar month notice in writing of your intent to terminate and ensure that the equipment will be available for collection on or before the termination date. **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. 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:

## Terms (continued):

(1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data misdelivery; (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. Although Webstorm will maintain the hardware and software applications as initially supplied with the solution, the client will take full responsibility to insure the equipment against damage caused by lightning, power surges, water damage, abuse, unauthorized access to the server and or any act or occurrence that may cause the failure of the system other than fair wear and tear. Failure to insure the equipment automatically implies that the client will carry the risk and make good all costs incurred to replace, repair and or configure the system to the same state that it was at initial installation. **Account Misuse:** In no event will Webstorm cc be liable for any unauthorized use or misuse of the rental server or password. It is your responsibility to protect the information provided to you by Webstorm. Information As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. **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 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.

## 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: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*Please supply copy of ID & Letter Head if subscriber is a company.*

## 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