

Client Details (The Subscriber)

Registered Name : _____

Registration Number or ID : _____

Trading Name : _____

Company Reg./ID Number: _____

Vat Number : _____

Physical Address: (The Site) _____

Postal Address: _____

Code: _____

Tel: (_____) _____

Fax: (_____) _____

Cell: (_____) _____

Contact Person : _____

E-mail address: _____

VoIP Services - Billing PER SECOND from the 1st Second

VoIP Rates: (Excluding VAT)

Destination	Description	Rate Per Minute
Inter Branch	Branch to Branch	15c
SA Numbers	National	56c
SA Numbers	Local	38c
SA Cellphone Numbers	Across all networks (MTN, Vodacom & CellC)	R1.40
International	As per rates published on www.webstorm.co.za	POA
SADEC Countries	Telkom rates Apply if not mentioned in published rates	0%

Branch Name

Number of Channels

Branch Name	Number of Channels

Subscription fees:

This model requires the client to loge a deposit (purchase the 1st month of credits up front). The deposit is refundable after off set of outstanding amounts on the account, 1 month after termination of the services. Clients may select the deposit amount (minimum R500) and should note that Webstorm reserves the right to suspend service if the usage during a month exceeds the deposit. Resumption will occur once the deposit has been topped up to an acceptable level.

Deposit Selected by client (min R500) R

(Deposits may be increased/decreased)

Special conditions:

The subscriber indemnifies Webstorm against any loss or damages that may be incurred due to failure by the client to protect his privacy by means of adequate firewall applications.

Service Details

Please note that, there may be occasions when the system is down due to circumstances beyond our control, or for maintenance purposes. We will, however, endeavour to limit such maintenance to low demand times and notify our clients in advance of anticipated down times. Subscribers acknowledge that Webstorm will require access to the WAN for support purposes.

Service will be suspended should the monthly subscription fees not be paid within 7 days from the due date as stipulated in the debit order instructions. Resumption of service will take place after all due fees are settled and all debit order information is current. Subscription fees are payable monthly in advance. Webstorm reserves the right to terminate service unilaterally without providing reasons for the termination.

Please sign and fax to 086 522 6989. By adding his signature the subscriber agrees to the Webstorm terms and conditions as per the Webstorm website at www.webstorm.co.za.

Declaration and Instruction:

On the acceptance of this application, I / we hereby request, instruct and authorize Webstorm cc to debit my / our bank account detailed hereunder all amounts becoming due on a monthly basis and to continue uninterrupted until this debit order is cancelled in writing and according to the terms and conditions governing the agreement. I/we have read, understand and agree to be bound by the terms and conditions and declare that the information given is true and correct. I/we hereby consent to Webstorm cc credit vetting the application .I/we agree to pay any penalty bank charges relating to this debit order instruction.

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

Webstorm contact details

Webstorm (Pty) Ltd

Call centre 0861 101527

Call centre Fax 086 522 6989

Support e-mail support@webstorm.co.za

Accounts e-mail accounts@webstorm.co.za

Postal Address : P O Box 10444, Ashwood, 3605

Website : www.webstorm.co.za

Office use only

Activation By: _____ Signed: _____ Date: _____ dd / mm / yyyy

 Database Updated

 Package Activation

 Bandwidth Alco

 Client Billing

 Debit order

 Invoicing

Terms and Conditions

- 1 **INTRODUCTION – WEBSTORM (PTY) LTD VOIP - LCR AND PBX/GATEWAY/SIP SERVER TERMS AND CONDITIONS**
- 1.1 With effect from the date of **acceptance** hereof by WEBSTORM (PTY) LTD Reg. 2006/037291/07 ("WEBSTORM (PTY) LTD ") and the subscriber identified on the face hereof ("the subscriber") appoints WEBSTORM (PTY) LTD to provide full spectrum least cost routing services, and those related services requested by the subscriber on the face page and from time to time ("the services") to and/or on behalf of the subscriber, for the provisions hereof.
- 1.2 The subscriber agrees to be bound by the provisions contained in any notice, directive or applicable tariff plan issued or derived by WEBSTORM (PTY) LTD and/or the network operator they deal with from time to time.
- 1.3 **The subscriber acknowledges that this document constitutes an offer by the subscriber, which may be accepted or refused by WEBSTORM (PTY) LTD, in Webstorm (Pty) Ltd` sole discretion. Connection of the subscriber shall be deemed to constitute acceptance of the offer, by WEBSTORM (PTY) LTD and commencement of this agreement. This agreement shall become binding between WEBSTORM (PTY) LTD and the subscriber whether or not the subscriber was notified of the acceptance of the offer. The subscriber herewith expressly dispenses with notification of acceptance of the offer by WEBSTORM (PTY) LTD.**
- 2 **DURATION:-**
- 2.1 This agreement shall continue for a minimum period as stipulated on the front of the Subscriber Agreement and / or the DATA contract, whichever is applicable and is reckoned from the date of acceptance hereof by WEBSTORM (PTY) LTD. and thereafter shall continue indefinitely unless terminated by either party by the giving of 1(one) calendar month written notice of termination. **Such notice of termination (the notice period) shall not be given prior to the expiry of the initial period which notice will be effective from the first day of the next calendar month.**
- 2.2 Notice of termination or other notice whatsoever by the subscriber to WEBSTORM (PTY) LTD shall be in writing by registered post or electronic mail. Such notice shall be deemed delivered and read 48 hours after it has been dispatched to the email address of the subscriber or in the event of registered mail, the address supplied on the Subscriber Agreement by the parties.
- 2.3 In the event of **death of the subscriber or in the event** that either party is provisionally or finally liquidated, wound up or declared insolvent or in the event that either party enters into a scheme of arrangement or compromise with WEBSTORM (PTY) LTD creditors or allows a judgement to be entered against the name of the party and does not take steps for the rescission thereof within a period of 21(twenty one) business days after the date of the judgement then the other party shall be entitled immediately to terminate this agreement.
- 2.4 Termination of this agreement will not relieve the subscriber from the liability to pay charges as required by WEBSTORM (PTY) LTD
- 3 **PROVISION OF SERVICES:-**
- 3.1 The subscriber acknowledges that WEBSTORM (PTY) LTD is a service provider/Network Provider, who is in agreement with several national and international operators and, which operates the national and international telecommunications network and the functioning, regulation and coverage area of the network and certain related services provided to the client in terms hereof.
- 3.2 The subscriber shall have no claim of whatsoever nature and howsoever rising against WEBSTORM (PTY) LTD including no right to cancel this agreement or to withhold payment of any monies due in terms hereof should the network temporarily or otherwise fail, malfunction, provide no or poor coverage or should any of the services or facilities provided by the network operator or WEBSTORM (PTY) LTD be temporarily unavailable.
- 3.3 The subscriber shall not be entitled to set-off or deduct any monies in respect of "dropped" or discontinued calls and/or connections or temporarily unavailable services including facsimile and other services. This agreement does not deduct from the client's right to request a credit for failed services from WEBSTORM (PTY) LTD, but the final resolution and money set-off, if any shall be vested in WEBSTORM (PTY) LTD at all times.
- 3.4 WEBSTORM (PTY) LTD shall be entitled in Webstorm (Pty) Ltd` sole discretion to alter the number or any other code which has been allocated to the subscriber for the subscriber equipment on the WEBSTORM (PTY) LTD network, as well as unilaterally substitute the services of one network operator for those of another network operator should a fail-over situation arise on the WEBSTORM (PTY) LTD network. This action shall not affect the number that WEBSTORM (PTY) LTD may have allocated to the subscriber. The client may make this/these numbers available to the public.
- 3.5 WEBSTORM (PTY) LTD shall be entitled in Webstorm (Pty) Ltd` sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof, without WEBSTORM (PTY) LTD incurring any liability whatsoever in the event of non-availability of the service, or any part thereof, or giving WEBSTORM (PTY) LTD access relating to service suspended, cancelled, varied or terminated.
- 3.6 The subscriber agrees that if for any reason any of the agreements between the network operators and WEBSTORM (PTY) LTD are terminated so as to have the effect of WEBSTORM (PTY) LTD not being entitled to render the services, all of the rights and obligations of WEBSTORM (PTY) LTD in terms of this agreement may be assigned to any third party service provider as may be approved of in writing by the relevant network operator, which approval will not be unreasonably withheld or delayed forthwith upon the termination for whatever reason.
- 3.7 The subscriber shall be entitled to refer disputes related to the provision by WEBSTORM (PTY) LTD of the network services to ICASA as provided for in the licence granted to the network operator/s to operate a telephone service.
- 3.8 The subscriber agrees to pay WEBSTORM (PTY) LTD the rates in full, as published in the **VoIP PACKAGES AND RATES SHEET of WEBSTORM (PTY) LTD as it appears on the website <http://www.webstorm.co.za>**
- 4 **CHARGES:-**
- 4.1 The subscriber shall pay to WEBSTORM (PTY) LTD:
- 4.1.1 Upon commencement, the initial once off charge and any other charges that may be applicable:
- 4.1.2 Monthly, the monthly user maintenance charges where applicable; and
- 4.1.3 monthly in arrears, **or as and when billing is passed on by the network operator**, the total call charges used and/or generated by the subscriber in conjunction with or by means of the /account code/pin code during each billing period and any other charges payable in respect of the services requested by the subscriber or other charges

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- levied by WEBSTORM (PTY) LTD from time to time; and
- 4.1.4 upon demand, and before commencing with the subscriber agreement, request a deposit of an amount determined by WEBSTORM (PTY) LTD in Webstorm (Pty) Ltd' sole discretion which shall not bear interest; and value added tax at the applicable rate on all vat-able charges and services. Published Charges may exclude value added tax.
- 4.2 The charges payable by the subscriber to WEBSTORM (PTY) LTD for the provision or facilitation of the services shall be stipulated in any notice, directive, promotion or applicable tariff plan issued or derived by WEBSTORM (PTY) LTD from time to time and the contents of such notice, directive promotion or tariff plan including the charges stipulated therein shall be deemed to be incorporated in this agreement as if specifically set out herein.
- 4.3 The subscriber agrees that WEBSTORM (PTY) LTD shall be entitled from time to time to increase or vary the charges payable by the subscriber to WEBSTORM (PTY) LTD for the services. WEBSTORM (PTY) LTD shall endeavour to give the subscriber prior notice of 24 days of any such increase or variation but gives no undertaking in this regard.
- 4.4 The subscriber acknowledges that call charges and other services are rendered to the subscriber by means of the account code/pin code which is issued to the subscriber personally and which facilitates access to the network and the services. The subscriber will be liable for all charges applicable to an account code/pin code issued to the subscriber, irrespective of whether or not such had been used by the subscriber. Until WEBSTORM (PTY) LTD has received notification in writing from the subscriber and confirmed such notification that the account code/pin code has been lost, stolen, misplaced or destroyed, the subscriber shall be liable for all call charges howsoever and by whomsoever generated by means of the account code/pin code.
- 4.5 WEBSTORM (PTY) LTD 's monthly statement of charges shall be prima facie proof of the amounts owed by the subscriber to WEBSTORM (PTY) LTD in terms hereof and of the other facts stated therein and should the subscriber dispute the number, duration or amount charged in respect of any call made or services rendered by WEBSTORM (PTY) LTD and/or by means of the account code/pin code, then the subscriber shall bear the onus of proving that WEBSTORM (PTY) LTD 's statement is incorrect in such a respect.

5 **PAYMENT:-**

- 5.1 Should the subscriber send any monies, cheques, by means of the postal services, then the postal authority shall be deemed to be the agent of the subscriber and the subscriber shall bear all risk of loss, theft and delay in and to any such monies, cheques, sent by post and, without derogating from the aforesaid, the subscriber shall draw all cheques, payable to "Webstorm (Pty) Ltd" and marked "not transferable".
- 5.2 The subscriber agrees that payment shall only have been made to WEBSTORM (PTY) LTD when the monies remitted by the subscriber have been received into and is cleared for use in WEBSTORM (PTY) LTD 's bank account.
- 5.3 Should any debit order or cheque payment be returned unpaid or **stopped or should any charge card account or credit card account of the subscriber be rejected** for whatsoever reason or should WEBSTORM (PTY) LTD exercise Webstorm (Pty) Ltd' right to suspend the provision of all services due to late or non-payment of any monies due in terms hereof by the subscriber, then the subscriber shall pay an administration charge as may be levied by WEBSTORM (PTY) LTD from time to time for each such non-payment, suspension or any other breach of this agreement which amount shall be payable upon demand and recoverable by WEBSTORM (PTY) LTD .
- 5.4 Monies payable by the subscriber to WEBSTORM (PTY) LTD in terms hereof shall be paid on the due date, free of deduction or set-off.
- 5.5 **All payments must be effected within 7 (Seven) days of invoice date** or where payment is effected by **debit order then such payment must be effected on WEBSTORM (PTY) LTD 's direct debit date**. Non-receipt of invoices by the subscriber will not be considered as a valid basis for late or non-payment.
- 5.6 All arrears payments shall attract interest at the rate of 2% (two per centum) per annum above the prime-lending rate of ABSA Bank as it may be published from time to time, calculated from due date to date of payment.
- 5.7 WEBSTORM (PTY) LTD shall be entitled to apply the deposit as per clause 4.1.4 or any portion thereof towards any monies which are owing by the subscriber. The subscriber shall upon demand reinstate the deposit. Where deposits are inadequate to cover the client spent, WEBSTORM (PTY) LTD may suspend the service until an amicable arrangement with the subscriber has been reached and where such an arrangement is in writing and approved by WEBSTORM (PTY) LTD management in its sole discretion.
- 5.8 **The subscriber shall not be entitled to change the method of payment or cancel any value added services as detailed on the face page of the Subscriber Agreement, for the duration of this agreement and** in addition to any payment method agreed to by the subscriber, the subscriber agrees that WEBSTORM (PTY) LTD may effect deductions by way of debit entry/s on the subscriber's charge card account or credit card account or other account; the details of which appear on the face of the Subscriber Agreement.
- 5.9 The subscriber agrees and acknowledges that a certificate given under the hand of a financial manager or controller of WEBSTORM (PTY) LTD whose status and authority need not be proved shall be considered prima facie proof of the amount due and shall entitle WEBSTORM (PTY) LTD to apply for judgement against the subscriber and to obtain summary judgement or provisional sentence, as the case may be.
- 5.10 It is the standard policy of WEBSTORM (PTY) LTD to accept debit order payments as the standard format for payment of WEBSTORM (PTY) LTD accounts, all other methods of payment as stipulated above shall be subject to approval by WEBSTORM (PTY) LTD in writing.

6 **CREDIT LIMIT:-**

- 6.1 WEBSTORM (PTY) LTD shall be entitled in Webstorm (Pty) Ltd' sole and absolute discretion from time to time determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the subscriber during each billing period and WEBSTORM (PTY) LTD shall be entitled to suspend services should the subscriber exceed such maximum amount. The subscriber will be entitled to negotiate such terms with WEBSTORM (PTY) LTD as per 5.7 and 4.1.4 of this agreement.
- 6.2 The subscriber acknowledges that voice communications more specifically entail substantial fees and charges for which the subscriber shall be liable where the subscriber made use of such services. Should the subscriber's account code/pin code be used for international communications within or to and/or from or, roaming within international destinations or networks at any time during this agreement, then WEBSTORM (PTY) LTD shall be entitled to demand that the subscriber pay a deposit in an amount determined at WEBSTORM (PTY) LTD 's sole discretion.

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Any portion of such deposit not consumed shall be credited towards the subscriber's future liabilities for amounts owed in terms of this agreement and/or to the International Network operator, WEBSTORM (PTY) LTD representative or agent.

7 **EQUIPMENT (GENERAL) – PBX / GATEWAY / SIP SERVERS**

- 7.1 Notwithstanding that the subscriber purchased or leased the I.P Gateway/IP SIP Server and related accessories ("the equipment") from WEBSTORM (PTY) LTD or from any third party, should the equipment be damaged, lost, stolen, un-operational or undergoing repair, the subscriber agrees that this agreement is not conditional upon such purchase, lease, availability or operation and this agreement shall continue in full force and effect and the subscriber shall continue to pay all amounts due in terms hereof.
- 7.2 All risk of loss, theft, destruction or damage to or malfunction of the equipment shall vest in the subscriber.
- 7.3 The subscriber shall have no claim of whatsoever nature against WEBSTORM (PTY) LTD including the right to cancel this agreement, should there be a delay in the supply and installation of equipment acquired by WEBSTORM (PTY) LTD due to external influences.
- 7.4 Where the subscriber purchased equipment from WEBSTORM (PTY) LTD then the component warranty will apply to such equipment. Such warranty is normally for 12 months from date of purchase and normally covers defective equipment as a result of faulty design, manufacture or workmanship provided that such equipment has not been misused, over-loaded, modified or repaired by an unauthorised party. In addition batteries and damage caused by electrical surge are excluded from any warranty. WEBSTORM (PTY) LTD may require the subscriber to make available the equipment to WEBSTORM (PTY) LTD or Webstorm (Pty) Ltd` nominee for inspection of the equipment at a time and place to be arranged by WEBSTORM (PTY) LTD or Webstorm (Pty) Ltd` nominee.
- 7.5 Should WEBSTORM (PTY) LTD accept any equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or supplier of the equipment if not so acquired from WEBSTORM (PTY) LTD. WEBSTORM (PTY) LTD shall not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused.
- 7.6 Should the subscriber fail to pay any monies due in respect of a handset or accessories purchased, leased or loaned from WEBSTORM (PTY) LTD then WEBSTORM (PTY) LTD shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof either remotely or send an WEBSTORM (PTY) LTD representative on site to disable and remove the said equipment. The client undertakes to allow WEBSTORM (PTY) LTD access to such equipment at all reasonable times.
- 7.8 Should WEBSTORM (PTY) LTD loan equipment to the subscriber whilst the subscriber owned or leased equipment is being repaired, then the subscriber shall upon demand return the equipment to WEBSTORM (PTY) LTD and all risk in and to such loaned equipment shall vest in the subscriber until the subscriber returns it to WEBSTORM (PTY) LTD at the subscriber's own cost. Should the subscriber fail to return the equipment to WEBSTORM (PTY) LTD within a period of 7 calendar days after officially requested to do so by WEBSTORM (PTY) LTD, then WEBSTORM (PTY) LTD shall be entitled to charge and recover from the subscriber (who shall pay such charges upon demand) a rental of R100 (One hundred Rands) per day reckoned from the due date of return or demand, whichever is the earlier, until the loaned equipment is returned to WEBSTORM (PTY) LTD. The provisions of this agreement shall mutatis mutandis apply to such loaned equipment and WEBSTORM (PTY) LTD use.
- 7.9 The client hereby agree to ensure that the DATA line made available to WEBSTORM (PTY) LTD has at least a 512Kbps upload capacity. WEBSTORM (PTY) LTD cannot be held liable for failure of any/all VoIP services should the supplied DATA line by the client, due to restrictions, not meet the user demand placed thereon.
- 7.8 WEBSTORM (PTY) LTD cannot recommend that the quality of service on any supplied DATA line by the client will meet acceptable standards for commercial users if such DATA line is a Wireless link or ADSL line and
- 7.8.1 do not at least have an upload capacity of 512Kbps, and
- 7.8.2 uses no more than 3 concurrent voice calls on such DATA line and
- 7.8.3 is not being used for any other form of DATA transmission and
- 7.8.4 equipment (as contemplated in these Terms and Conditions), is connected to such a DATA line via sub-standard LAN infrastructures that include, but is not limited to, cabling, switches and termination points
- 7.9 Notwithstanding this and due to many external factors beyond the control of WEBSTORM (PTY) LTD, the quality of voice communication can not be guaranteed at any time.

8. **DESCRIPTION OF SERVICE – DATA LINES AND EQUIPMENT:**

- 8.1 Unless outright purchased and payment received, with effect from the Effective Date, WEBSTORM (PTY) LTD lets to the Subscriber, which hereby takes on hire, the equipment and DATA line rental as specified in Schedule attached hereto being **SCHEDULE A**
- 8.2 The Subscriber, by affixing his or her signature to this agreement acknowledges that WEBSTORM (PTY) LTD has advised him or her that the VoIP services will be affected by competing data that may be transmitted or received whilst a voice call is in progress. To this effect WEBSTORM (PTY) LTD has advised that the service of VoIP should ideally be used on an uncontested and unshaped DATA line. The Subscriber will take all responsibility for the quality of the service if other data than VoIP is used on the same line and not hold WEBSTORM (PTY) LTD accountable for either the quality of the VoIP services nor for the support thereof.
- 8.3 Where WEBSTORM (PTY) LTD provide Subscriber with on-line access to the collection of local area networks and wide area networks that all use the same protocol (namely TCP/IP) to form a seamless, packet-switched network known colloquially as the "INTERNET" or a "WAN". Access is gained via a DATA line provided by a service provider and connected to WEBSTORM (PTY) LTD's managed infrastructure from where voice calls are routed to the destinations required.
- 8.4 The Services are hereinafter referred to as the "DATA Service/s".
- 8.5 The provisioning of the DATA Service/s by WEBSTORM (PTY) LTD is subject to the terms and conditions set out in this Schedule.

9 **OWNERSHIP:-**

WEBSTORM (PTY) LTD shall at all times be and remain the owner of the Router / PBX / Gateway / Sip-Server and equipment and nothing in this Schedule or agreement shall be construed so as to confer any rights or interest therein to the Subscriber other than as a hirer of the equipment, until such time as all the supplied equipment has been paid in full and released to the Subscriber by way of a written release document authorised by WEBSTORM (PTY) LTD or

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- an acceptable Proof of Payment supplied by the client and accepted by Webstorm (PTY) LTD at its sole discretion.
- 10 **RETURN OF EQUIPMENT:**
On termination of this Agreement in the manner envisaged in SHEDULE A or Clause 8 of the Terms and Conditions, as the case may be, Subscriber shall forthwith return the Equipment to WEBSTORM (PTY) LTD in the same condition as it stands on the Effective Date.
- 11 **RISK – ON RENTED ROUTERS AND EQUIPMENT ONLY:-**
All risk of loss and/or destruction of the Equipment shall be retained by Subscriber at all times. Subscriber shall be responsible for ensuring the safety of the Equipment and shall ensure that the Equipment is insured against loss and destruction for the usual causes arising, and shall be liable for the replacement costs of the Equipment in the event of any loss, damage or destruction thereof.
- 12 **OPERATION OF ALL EQUIPMENT ACQUIRED FROM WEBSTORM (PTY) LTD:-**
WEBSTORM (PTY) LTD shall at all times operate and maintain the Equipment, the Subscriber shall permit WEBSTORM (PTY) LTD to have access to the Equipment at all reasonable times to inspect the state and condition of the Equipment.
Subscriber/s shall not have access to the configuration of Equipment and shall not change or attempt to change these configurations. Any attempt to do so will constitute a material breach of this agreement and remedy as contemplated in whole or in part in 14 and 15 of this agreement.
- 13 **LIMITATION OF LIABILITY:**
WEBSTORM (PTY) LTD shall not be liable under any circumstances whatsoever for any loss or damage of any nature whatsoever (including loss of profit or any other special damages or indirect or consequential loss or damages) which the subscriber or any other person may suffer whether as a result of any breach by WEBSTORM (PTY) LTD of any of WEBSTORM (PTY) LTD obligations to the subscriber, or whether caused directly or indirectly by the subscriber's equipment or the use thereof.
- 14 **BREACH:-**
14.1 Should the subscriber breach any provision of this agreement including failing to pay WEBSTORM (PTY) LTD any monies due in terms of hereof on due date, then WEBSTORM (PTY) LTD shall be entitled without prejudice to any of WEBSTORM (PTY) LTD's other rights arising out of this agreement forthwith and without any liability towards the subscriber to **suspend WEBSTORM (PTY) LTD's provision to the subscriber of the services in whole or in part and/or to disconnect the subscriber, from the network.**
- 14.2 Any breach will entitle WEBSTORM (PTY) LTD to recover from the subscriber upon demand as liquidated damages hereby agreed to by the subscriber, an amount equal to all of the monthly subscription charges due until the expiry of the period where such period is stipulated or until such date as the services are suspended but notwithstanding WEBSTORM (PTY) LTD's rights as per 5 and 6 of the Terms and Conditions.
- 15 **LEGAL COSTS:-**
Should WEBSTORM (PTY) LTD instruct Webstorm (Pty) Ltd` attorneys to enforce any of WEBSTORM (PTY) LTD `s rights arising from this agreement or to institute action against the subscriber, then the subscriber shall be liable for all legal costs on attorney and own client scale including any collection commission incurred by WEBSTORM (PTY) LTD and the subscriber shall upon demand pay such costs.
- 16 **DOMICILIUM:-**
16.1 The parties choose as domicilium citandi et executandi ("domicilium") the addresses set out below.
16.2 WEBSTORM (PTY) LTD at: Suite 11, Hilltop House, 5 Old Main Road, KLOOF,3610.
16.3 The subscriber at the physical or residential address specified on the face of the Subscriber Agreement.
16.4 The subscriber hereby acknowledges and agrees that acceptance of this agreement, the services provided by WEBSTORM (PTY) LTD to the subscriber in terms hereof and payment of all monies due to WEBSTORM (PTY) LTD by the subscriber in terms hereof takes place at and/or agree rendered from WEBSTORM (PTY) LTD `s chosen domicilium. The subscriber hereby waives any right that he may have to deny, question or dispute that the whole cause of any action which WEBSTORM (PTY) LTD may have instituted against the subscriber arose within the jurisdiction of the Magistrates court in respect of WEBSTORM (PTY) LTD said chosen domicilium.
17. **UNDERTAKING AS CO-PRINCIPAL DEBTOR ON BEHALF OF THE SUBSCRIBER BY THE SIGNATORY:-**
If the subscriber as identified on the face hereof is a company, close corporation, trust or a division or entity thereof or any other entity with juristic personality, then the signatory hereto who signs on behalf of the subscriber ("the signatory") warrants that he is duly authorised to enter into this agreement on behalf of the subscriber and, if applicable, to sign the debit authorization on the subscriber's bank account. By his signature hereto, the signatory hereby binds himself as co-principal debtor for the subscriber unto and in favour of WEBSTORM (PTY) LTD for the due and punctual fulfilment of all of the subscriber's obligations to WEBSTORM (PTY) LTD arising out of this agreement including the payment of all charges, fees, penalties and liquidated damages. The signatory as co-principal debtor hereby renounces and waives the benefits of the legal defences excussion, division and cession of actions and hereby acknowledges that he understands the full meaning of such defences and the effect of such renunciation and waiver.
18. **GENERAL:-**
18.1 The subscriber hereby consents to WEBSTORM (PTY) LTD conducting an investigation into the creditworthiness of the subscriber utilising the information contained on the face page, which information the subscriber warrants is true and correct, and such information forms the basis of this agreement. The subscriber agrees that should such information turn out not to be correct in all respects, WEBSTORM (PTY) LTD shall be entitled immediately and without prejudice to any other rights that WEBSTORM (PTY) LTD may have to terminate this agreement and the subscriber agrees to hold WEBSTORM (PTY) LTD harmless in such an event.
- 18.2 The subscriber agrees to supply WEBSTORM (PTY) LTD with such information, documentation and signatures that WEBSTORM (PTY) LTD may reasonably require at the time that this agreement is concluded, in order to give effect to the payment arrangements of this agreement. Any subsequent changes that affect the information supplied to WEBSTORM (PTY) LTD such as bank account and credit card details must be brought to the immediate attention of WEBSTORM (PTY) LTD. The subscriber agrees to hold WEBSTORM (PTY) LTD harmless in the event of an error being made on any information handed to WEBSTORM (PTY) LTD by the subscriber.
- 18.3 The subscriber hereby agrees that WEBSTORM (PTY) LTD may, in addition to any of Webstorm (Pty) Ltd` other rights in terms of this agreement or otherwise, list any default information on the subscriber with any credit information bureau.
- 18.4 WEBSTORM (PTY) LTD shall be entitled to cede or alienate Webstorm (Pty) Ltd` rights and/or to delegate WEB-

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Initial for Webstorm (Pty) Ltd _____

- STORM (PTY) LTD obligations arising from this agreement and/or assign this agreement, wholly or partly, to any third party. The subscriber shall not be entitled to cede, alienate or delegate his rights and/or obligations arising out of this contract, unless accepted in writing by a director of WEBSTORM (PTY) LTD in writing.
- 18.5 No alteration, variation, or addition to this agreement or this clause shall be of any force or effect unless reduced to writing and signed by the subscriber and a director of WEBSTORM (PTY) LTD. This document contains the sole and entire record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law and no indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of WEBSTORM (PTY) LTD rights in the future.
- 18.6 Where WEBSTORM (PTY) LTD is represented by any duly authorised representative, his authority need not be proved.
- 18.7 **The subscriber agrees that this agreement, in particular the face page thereof, may be scanned and the paper version destroyed, and hereby agrees to the scanned version and waives his/her right to dispute the authenticity of the scanned version.**
- 18.8 The subscriber hereby agree that this contract is concluded between the two legal parties only, being, (1) the subscriber (2) Webstorm (Pty) Ltd, and that any/all resellers and their representatives are acting at all times as independent agents for WEBSTORM (PTY) LTD.
- 18.9 All printed text, or otherwise produced text is subject to E&OE.

Thus signed at: _____ on this _____ day of _____ 20 _____

For the Subscriber: _____ Name: _____

In the capacity of: _____

For Webstorm (Pty) Ltd: _____ Name: _____

In the capacity of : _____

Witness 1: _____ Name: _____

Witness 2: _____ Name: _____

Initial for Subscriber: _____

Initial for Webstorm (Pty) Ltd _____

SCHEDULE A

Equipment.

Described in this Schedule are the components jointly referred to as "The Equipment" or "Equipment" as contemplated in the Terms and Conditions of the Webstorm VoIP Subscriber Agreement.
The supply of the Equipment is subject to the relevant terms and conditions as per the Webstorm VoIP Subscriber Agreement and in addition, will be subject to relevancy as it may reflect on a WEBSTROM Quote supplied and accepted by the Subscriber. In as far as such a Quote is concerned, it will form part of this SCHEDULE.

Connectivity:

DATA connection shall mean the physical DATA line used to carry the VoIP traffic either to

1. On site equipment,
2. Off site equipment and either via
 3. Diginet,
 4. ADSL,
 5. Wireless or
 6. Fibre Optic backbone

Where the DATA connection is supplied by a Service Provider other than WEBSTORM (PTY) LTD, then WEBSTORM (PTY) LTD will not be responsible in any way for the management, maintenance or configuration and support of such DATA Connection.

Description of DATA Connection:

A.

Backbone: _____ Speed: _____

Contention Ratio: _____ SP: _____

B.

Alternative / Temporary / Redundant DATA Connection:

Backbone: _____ Speed: _____

Contention Ratio: _____ SP: _____

C.

Internal DATA Connection:

Backbone: (Fibre, CAT5, etc.) _____ Speed: _____

Contention Ratio: _____ SP/IT support: _____

Description of Equipment:

A

PABX: _____

Number of Extensions: _____

Number of ISDN BRA: _____

Number of PRI ports: _____

Number of Analogue Trunks: _____

Number of LAN ports: _____

ATA's: (required or On-board): _____

Number of ATA channels: _____

Codec: _____

B

Switches: _____

Router(s): _____

Media Convertor: _____

Cabinet: _____

UPS: _____

Server(s): _____

C

On Site GSM Equipment: _____ SP: _____

Initial for Subscriber: _____

Initial for Webstorm (Pty) Ltd _____