

**Fax Order Form**

*Thank you for choosing **Host Express!***

The information you supply below will be checked for any problems, and you will be advised of anything that appears to be incorrect. If at any stage you feel uncertain about the information required, just use the comments section below.

To ensure a smooth transaction we require the following details from you.....

<p><b>Account Holder Details</b> We require the details of the account holder who will be responsible for administrative and technical correspondence associated with the actual hosting account.</p>
Responsible Person
Address
Postal Code
Phone
Cell
Company
City
Country
Fax
E-Mail

<p><b>Domain Owner Details (only if different from Account Holder Details)</b> Here we require the details of the person / entity, who has the official rights to the domain name. This address is used exclusively for domain registration. All enquiries, bills and the like will be directed to the Account Holder address.</p>
Responsible Person
Address
Postal Code
Phone
Cell
Company
City
Country
Fax
E-Mail

Hosting Option ( ✓ )							
Starter Accounts			Business Accounts				
<input type="checkbox"/>	Individual	<input type="checkbox"/>	Family	<input type="checkbox"/>	Small business	<input type="checkbox"/>	Business

Level			
<input type="checkbox"/>	Lite	<input type="checkbox"/>	Standard

Optional Services ( ✓ ) (Only available with the Small business hosting option or better)			
<input type="checkbox"/>	My SQL database	<input type="checkbox"/>	Sun Java System ASP

<p><b>We request the following domain name</b> (example: www.your-name.co.za)</p>



Comments and Special Requests

Payment Method ( ✓ )			
By debit order only			
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annual	<input type="checkbox"/>

Please Note:

<sup>1</sup> The Starter Accounts (Personal, Family and Small Business Lite) are only available with quarterly payments or higher in order to achieve cost-effective billing.

<sup>2</sup> No discount applies to the Starter Accounts with quarterly payments. The given discounts only apply to the Starter Accounts with annual payment option.

Debit Order Details	
I, the undersigned, hereby authorise Mobifin (Pty) Ltd to debit my account, detailed below on the first working day of the relevant calendar month(s) for services provided. In so doing, I agree to the terms and conditions as set out in the Service Contract.	
The debit order may be reversed at any time upon the submission of a written notice.	
<b>Account Holder:</b>	<b>Account Number:</b>
<b>Telephone:</b>	<b>Fax:</b>
<b>V.A.T. Registration Number:</b>	
<b>Account Type ( ✓ ):</b> <input type="radio"/> Current <input type="radio"/> Savings	
	<b>Bank:</b>
<b>Branch:</b>	<b>Branch Code:</b>

All Host Express services are subject to our [service contract](#) and [network policies](#). By signing this document you agree to be bound and to abide by these conditions. If you have any questions in this regard, please do not hesitate to contact us.

Date
------

Signature:
------------

**Please fax the completed form to facsimile 086 653 2501**



## Service Contract

---

Broadband Express is a Web Presence Provider. Clients using our services are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your acceptance of **Broadband Express** services is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to engage **Broadband Express** services.

### 1. USER CONDUCT

**Broadband Express** services may only be used for lawful purposes. Any use of these services, which violates national or international laws, which may apply to **Broadband Express**, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited. While using the service, you may not:

- a. Restrict or inhibit any other user from using and enjoying the Internet;
- b. Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any national or international law, including without limitation laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- c. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- d. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material).

### 2. CHARGES

- a. Usage charges will be calculated in accordance with the Rate Schedule.
- b. The charge for the subscriber's entitlement to use the service on a monthly basis is a monthly fee, which is payable monthly in advance by the subscriber of **Broadband Express Africa**. A valid debit order must be submitted to **Broadband Express** within 7 days of placing the order.
- c. The charge for the subscriber's entitlement to use the service on an annual basis is payable in full in advance by the subscriber to **Broadband Express Africa** within 21 days of placing the order. Should the client decide to cancel the subscription a refund will be made to the client on a pro rata amount basis for time not used.
- d. **Broadband Express Africa** reserves the right to adjust service charges at their sole discretion.
- e. It is the policy of **Broadband Express Africa** to provide subscription only on the basis of a debit order on a bank or credit card account.
- f. A rejected debit order will accrue an additional handling fee of R20 to the outstanding amount.

### 3. TERMINATION

The agreement shall continue indefinitely and shall be terminable on the expiry of one calendar month written notice given by either party to the other.

### 4. REFUND POLICY

In keeping with best practices, **Broadband Express** offers refund on services if the request for termination is received in writing within 7 days of receiving the initial order. The onus is on the client to ensure that **Broadband Express** received the termination request. Any cost, which **Broadband Express** may have incurred directly or indirectly as a result of the initial order, is non-refundable. Such items include, but are not limited to, domain registrations, man hours, traffic volume, etc.

Refunds will be made by electronic bank transfer to a legitimate bank account. If you have any questions regarding our refund policy please call (+27) 21 979 2961, or e-mail your question to [billing@broadbandexpress.co.za](mailto:billing@broadbandexpress.co.za).

### 5. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **Broadband Express** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, **Broadband Express**, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

### 6. REFUSAL OR DISCONTINUANCE OF SERVICE

**Broadband Express** reserves the right to refuse or discontinue all or part of the service without notice to anyone if you engage in any conduct or activities that **Broadband Express** in its sole discretion believes violates any of the terms and conditions in this agreement. **Broadband Express** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **Broadband Express** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **Broadband Express** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

### 7. NO WARRANTIES

**Broadband Express** makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **Broadband Express** or its agents or employees shall create a warranty. **Broadband Express** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **Broadband Express** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **Broadband Express** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.



You understand that by placing information on **Broadband Express** servers that such information becomes available to all Internet users and that **Broadband Express** has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of **Broadband Express** servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through **Broadband Express** or on the Internet generally.

8. **IDENTIFICATION INFORMATION**

You agree, as the person legally responsible for use of this account, to supply **Broadband Express** with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorised user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

9. **NO INTERFERENCE WITH OPERATION OF SYSTEM**

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by **Broadband Express**, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at **Broadband Express**. You agree to abide by any and all future **Broadband Express** policy decisions.

10. **SECURITY**

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify **Broadband Express** immediately in writing by registered mail, return receipted, to **Broadband Express**, PO Box 3450, Durbanville, 7551, South Africa. You shall be held fully responsible for any misuse or compromise to your account for which **Broadband Express** is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, **Broadband Express** has the right to suspend access to the account pending an investigation and resolution. You also agree that **Broadband Express** has the right to co-operate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

11. **BACKUP OF DATA**

Your use of the service is at your sole risk. **Broadband Express** is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on **Broadband Express** servers.

12. **TRANSMITTAL OF MATERIALS**

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail or other Internet media. The use of **Broadband Express** or any other service with reference to services obtained through **Broadband Express**, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, **Broadband Express**, or any other party or parties resulting from any such conduct.

13. **PAYMENT**

You agree to supply appropriate payment for the services received from **Broadband Express**, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify **Broadband Express** of your desire to cancel any or all services received, those services will be billed on a recurring basis. **Broadband Express** agrees that pro-rated refunds for unused time periods will be provided upon request, in the event of account termination.

14. **PRIOR AGREEMENTS**

This agreement supersedes any written, electronic, or oral communication you may have had with **Broadband Express** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

15. **SEVERABILITY**

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

16. **ACKNOWLEDGEMENT**

By placing and continuing to maintain or place information on **Broadband Express** servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

**A note to you, our Client .....**

This is our account service contract. It is fairly standard legalese and necessary to protect all role players, including our clients, in an international market. Although it may sound harsh, rest assured that we have nothing but good intentions towards our customers. Like all of our policies, the contract is designed to maximise the efficiency and quality of our service for all clients.

**For further information please contact our support team at: (+27 21) 979 2961**