

CUSTOMER SERVICE AGREEMENT

Please read this customer service agreement as it constitutes the contract between you (the Account Holder) and NetSA regarding your use of NetSA's Internet hosting service. This Agreement governs the terms and conditions under which NetSA makes the services available to individual consumers or small businesses through a personal computer or similar access. Under this Agreement, you must comply with NetSA's then [current Acceptable Use Policy](#).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. NetSA will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, on a month to month basis. This contract will be automatically renewed at the end of the month and each successive month, unless terminated.
2. Should the Account Holder decide to cancel within the initial 30 days after signing up, they will receive a full refund of hosting charges. Domain registration fees will not be refunded as the domain will remain yours for the period you registered it for (normally 1 (one) year on a .co.za name). If the account holder cancels after the time period specified, there will be no refund given.
3. Beyond the first 30 days, NetSA requires notification of non-renewal with at least 14 days notice. You must have all account information to cancel and send your notification via email to accounts@netsa.co.za If you do not provide this notice, you will be charged for the next months hosting irrespective of whether you use it or not. There are no refunds on these services.
4. The onus is on the Account holder to ensure that allotted resource limits (such as, but not limited to bandwidth or disk space) are not exceeded. Should any of these limits exceed the allotted limits, additional fees will be applied. (For the relevant charges, please see the [optional extras page](#)). In the case of resource exhaustion accounts will not be suspended automatically unless specified by the account holder
5. Payment for hosting services is only accepted in advance and no back charges will be granted.
6. If an account holder's account becomes overdue, a notice of non receipt of payment will be sent after seven days. If then, no payment is received within the next seven days, the account will be suspended. Interest will accrue on the overdue account at a rate of 10% per month until the outstanding balance is paid in full. Suspended accounts will only be reactivated upon payment in full of all monies due, inclusive of a R300.00 administration fee.
7. NetSA reserves the right to hand over an Account Holder's account that is overdue for 30 days to an outside collection agency. At that time the account holder will incur a R300 collection fee added to the balance previously due.

8. In the event mentioned in point 7 above, you agree to NetSA's right to place a "not active" page on your domain. Furthermore you agree that suspension of your domain will remain unchanged until full payment for the outstanding balance on your account has been received by NetSA.
9. NetSA reserves the right to temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
10. The Account Holder acknowledges that the full nature of the service furnished and the initial rates and charges have been communicated to him/her.
11. NetSA reserves the right to change all specified rates and charges from time to time.
12. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of NetSA.
13. The Web Hosting Internet account and related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws.
14. The Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography or material that may be deemed undesirable. Violations of these or any other provisions of this Agreement may result in termination of the services provided by NetSA.
15. NetSA reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of NetSA's then [current Acceptable Use Policy](#).
16. The content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless NetSA from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by NetSA related to or in connection with the content of the Account Holder's website.
17. The account is granted on the agreement of the Account Holder to follow generally accepted rules of Internet etiquette when sending e-mail messages or posting to newsgroups.
18. NetSA will not change passwords to any account without proof of identification, as specified by NetSA.
19. The Account Holder agrees not to harm NetSA, its service providers, its reputation, computer systems, programming and/or other persons using NetSA's services.
20. Services provided by NetSA are provided on a shared server. This means that one website will not be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm

- of shared servers, and will need to relocate its website. NetSA will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then NetSA has the right to terminate the services provided to the Account Holder without any refunds
21. Account Holder will be responsible for all the contents of advertising and the actions of third parties with regards to advertising that the Account Holder sold on his hosted site. NetSA has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then [current NetSA Acceptable Use Policy](#).
 22. The e-mail distribution by the Account Holder of SPAM, JUNK MAIL, or UNSOLICITED COMMERCIAL E-MAIL, is expressly prohibited.
 23. NetSA together with their service providers will endeavor at all times to maintain a full time Internet presence for the account holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall NetSA be liable to the Account Holder for any damages resulting from or related to any failure or delay of NetSA in providing access to the Internet under this Agreement.
 24. NetSA's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. NetSA expressly disclaims any representation or warranty that the NetSA services will be error-free, secure or uninterrupted. No oral advice or written information given by NetSA, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice.
 25. If NetSA assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the NetSA services, the right to use that Internet Protocol address will remain with and belong only to NetSA , and the Account Holder will have no right to use that Internet Protocol address except as allowed by NetSA in its sole and absolute discretion
 26. The full responsibility of all passwords and other related sensitive information is assumed by the account holder, should any additional fees arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on NetSA. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of NetSA services, including any damages resulting there from, until the Account Holder notifies NetSA's customer service.
 27. NetSA reserves the right to decide what it considers pornography or undesirable materials. If you are unsure about the approval of your site, please contact us before placing an order.

28. A NetSA account may not be transferred without prior written approval from NetSA.
29. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa.
30. NetSA reserves the right to include the Account Holder's name and contact information in directories of NetSA's service subscribers for the purpose promoting the use of the services by additional potential clients. However, NetSA is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.
31. The interpretation and enforcement of this Agreement shall be governed according to the laws of the Republic of South Africa (excluding its choice of law rules). The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of South Africa for any action arising out of or relating to the Account Holder's use of the NetSA services.
32. The Account Holder agrees that NetSA may establish limits concerning use of any NetSA service offered on any NetSA web site, including without limitation the maximum number of days that e-mail messages will be retained by any NetSA service, the maximum number of e-mail messages that may be sent from or received by an account on any NetSA service, the maximum size of an e-mail message that may be sent from or received by an account on any NetSA service, the maximum disk space that will be allotted on NetSA's servers on your behalf. The Account Holder further acknowledges that the features (for example, the amount of storage available to users) or existence of any NetSA service may change at any time.
33. Why does NetSA have a policy banning pornography and undesirable materials?
 - We are committed to our service providers with regards to limits on bandwidth and resources
 - Some of the smaller adult sites get around 5 GB of transfer per day. With these types of resources being utilized, our servers would be severely slowed if we allowed these high traffic sites to also reside on our servers.
 - It is against our moral standards.
34. NetSA reserves the right to add, delete, or modify any provision of this Policy at any time without notice.
35. Please report any abuse: Report any violations of NetSA's policy by contacting [NetSA Abuse](#)