

Tel: (014) 734 1855
Cell: 076 780 8462
Fax: 086 591 6322
E-mail: info@netsa.co.za



Net S.A.
P.O. Box 195
Rooiberg
0500

If you can imagine it – we will get your website to do it
www.NetSA.co.za

CUSTOMER SERVICE AGREEMENT FOR WEBSITE DESIGN

Please read this customer service agreement as it constitutes the contract between you (the Account Holder) and NetSA regarding your use of NetSA's website design service. This Agreement governs the terms and conditions under which NetSA design websites for individual consumers or small businesses. Under this Agreement, you must comply with NetSA's then [current Acceptable Use Policy](#).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. NetSA will design a website for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name.
2. Net S.A. assume full responsibility for the design and timeous loading of the website as agreed to by both parties on the condition that the Account Holder provide the content and other detail as requested by Net S.A. within a reasonable period of time.
3. The Account Holder assume full responsibility for providing the content of the website.
4. The onus is on the Account holder to ensure that copyrights are respected and that material provided to Net S.A. is legal. The Account Holder assume full responsibility for website content and 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.
5. Under this agreement, it is agreed by both parties that an initial meeting will be held to determine the need, layout, number of pages, and components to be included in the website.
6. The Account Holder agree to comit a reasonable time of no less than 3 and no more than 8 hours to this first vital meeting.
7. Any content provided by the Account Holder which is not available at this first meeting will be provided by the Account Holder within a reasonable period of time in electronic format by either E-mail or cut onto a CD or DVD and mailed to Net S.A.
8. When requesting web design services from Net S.A., a representative of Net S.A. will visit the Account Holder at a venue to be agreed on by both parties. This meeting will give Net S.A. an opportunity to do a presentation for the Account Holder, establish the needs of the Account Holder, and present the Account Holder with a quotation. Net S.A. will bear the transport costs of their

- representative to attend this meeting. Should it not be possible to finalise the quotation at this meeting, Net S.A. undertakes to present the Account Holder with a full Quotation within 48 hours by e-mail or fax.
9. No further personal meetings over and above the one mentioned in points 5 to 8 above will be needed as the Account Holder will be able to follow the progress of the website on a day to day basis online. Net S.A. undertakes to load and update the website content daily on the Account Holder's domain or a test domain as agreed by both parties during the initial meeting.
 10. Any further personal meetings on the request of the Account Holder over and above the meeting mentioned in 5 and 7 above will incur a travelling cost of R1-50 per kilometer for the Account Holder, to get the Net S.A. representative to the meeting, over and above any other costs mentioned in this agreement.
 11. The Internet is full of offers of free scripts for use on websites. If the Account Holder decide to make use of such scripts the onus is on the Account Holder to download the script and implement it on the website. Net S.A. limits its service to providing a link to the downloaded component. The Account Holder will not hold Net S.A. responsible for anything related to free scripts which the Account Holder implemented themselves on the website.
 12. Net S.A. reserve the right to charge for installation and setup of any 'free' scripts that the Account Holder may insist on having on their website. Should a script obtained in this manner not function according to its promises, the Account Holder will indemnify Net S.A. of all responsibility and the Account Holder undertake further to pay the installation and setup fees as quoted by Net S.A.
 13. On acceptance of this agreement the Account Holder is bound under this contract and no refunds of design costs will be made. See the Customer Service Agreement for hosting about the refund policy for hosting fees.
 14. This agreement must be read together with the written and signed quotation provided by Net S.A.
 15. This agreement together with the quotation provided with it, both signed by the Account Holder, is deemed to be the full and final agreement between Net S.A. and the Account Holder. Any additional pages, features, services, or requests not mentioned in the relevant quotation, requested by the Account Holder after the signing of this agreement and quotation will be regarded as optional extras and a new quotation and agreement will need to be signed for those items.
 16. 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.
 17. Should any of these limits exceed the allotted limits, additional fees will be applied. (For the relevant charges, please see the [optional extras page on the Net S.A. website](#)).
 18. In the case of resource exhaustion accounts will not be suspended automatically unless specified by the account holder
 19. Payment for design services is only accepted on a basis of 50% deposit in advance and the balance on going live with the website. No back charges will be granted.
 20. No work will be started by Net S.A. on the design of a website until the receipt of a signed copy of the Quotation pertaining to this agreement, and a signed copy of this agreement, accompanied by a payment equal to no less than 50% of the full amount due for website design.

21. 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.
22. 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.
23. In the event mentioned in point 9 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.
24. 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.
25. The Account Holder acknowledges that the full nature of the service furnished and the initial rates and charges have been communicated to him/her.
26. NetSA reserves the right to change all specified rates and charges from time to time. A quotation given will be valid for a period of 30 days during which price hikes will not affect the quotation.
27. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of NetSA.
28. The Web design account and website content can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws.
29. 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.
30. 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](#).
31. The content of the Account Holder's website is the sole responsibility of the Account Holder. The Account holder pays Net S.A. under this agreement for the design of the website. The onus is on the Account Holder to provide the content of the website within the constraints of this agreement. 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.
32. NetSA will not change passwords to any account without proof of identification, as specified by NetSA.
33. The Account Holder agrees not to harm NetSA, its service providers, its reputation, computer systems, programming and/or other persons using NetSA's services.

34. 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](#).
35. 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 noninfringement.
36. 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.
37. 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
38. 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.
39. NetSA reserves the right to decide what it considers pornography or undesirable materials.
40. A NetSA account may not be transferred without prior written approval from NetSA.
41. 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. 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.
42. The interpretation and enforcement of this Agreement shall be governed according 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.
43. 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
44. 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.
45. 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.
46. NetSA reserves the right to add, delete, or modify any provision of this Policy at any time without notice.
47. Please report any abuse: Report any violations of NetSA's policy by contacting [NetSA Abuse at abuse@netsa.co.za](mailto:abuse@netsa.co.za)
48. On accepting this agreement and the quotation, the Account Holder is requested to print a hard copy of both. Sign the agreement below and the last page of the quotation. Initialise all preceding pages. Fax a copy of both documents to 086 591 6322. Then mail the original signed document to Net S.A. P.O. Box 195 Rooiberg 0500.

Signed this _____ day of _____ 20_____ at _____

By the Account Holder whose details are as follows:

Account Holders Full Names: _____

Domain Name: _____

ID Number / Company Registration Number: _____

Physical Address: _____

Signed for Acceptance of this agreement: _____