



**RM WEB
STUDIO**

www.rm-webstudio.co.za

Please complete and fax to : **088 031 708 1772**

RM Web Studio
Unit 1 Goshawk Park
4 Goshawk Road
New Germany

P.O. Box 302
Sarnia
3615

Tel: 031 705 7787
Fax: 088 031 708 1772
info@rm-webstudio.co.za

RM Catalogue Subscriber Agreement

The RM Catalogue Package has a monthly charge of R250.00

Included: (all prices includes VAT)

- Monthly Hosting
- 5 email addresses
- Software Upgrades and Bug Fixes
- Free Email Support
- Free domain name .co.za

Please list the domain name to register in order of preference.

1. _____
2. _____
3. _____
4. _____

Note: The registration is subject to availability.

Customer Details:

Title _____ Surname: _____ Initials: _____ Designation: _____

ID: _____ Business Name/Trust Name: _____

Registration number: _____ Vat: _____

Physical Address _____

Suburb _____ Town _____ Postal code _____

Postal Address _____

Contact Details:

Home telephone number _____ Work telephone number _____

Cellular phone number _____ Email: _____

Declaration and Instruction for Debit Order Payment: (please refer to the Terms and Conditions)

On the acceptance of this application, I / we hereby request, instruct and authorize RM Web Studio 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 RM Web Studio cc credit vetting the application .I/we agree to pay any penalty bank charges relating to this debit order instruction.

Account Name: _____ Bank Name: _____

Branch Name: _____ Type of account: Cheque Savings Transmission

Bank Account Number: _____ Branch Code: _____

Authorized Signature : _____ also in acceptance of the Terms and Conditions below.

DATE: _____

Terms and conditions:

This Agreement is between RM Web Studio and the client named above. RM Web Studio agrees to provide, and Client agrees to accept through RM Web Studio access to Web Hosting services according to the following terms and conditions:

1. TERM AND COMPENSATION:

- a. The parties agree to a month to month contract, beginning after RM Web Studio's receipt of payment of the initial monthly or other service fee.
- b. This Agreement will automatically renew for successive single month periods unless cancelled in writing prior to the monthly renewal date which shall be that date thirty days from receipt by RM Web Studio of payment of Clients compensation payable to RM Web Studio. Client's account will be automatically billed between the 25st and the 30th day of every month. Client will receive a monthly invoice for charges. Such charges and fees are subject to change. Continuation of use of services by Client indicates agreement to such changes or revisions.
- c. A one time (R50.00) will be charged to Client if authorization can not be obtained or Debit is returned or unpaid. If authorization or payment can not be obtained by the due date, RM Web Studio, at it's sole discretion, also has the option to terminate or otherwise deactivate the Client's account without any notice.

2. DISCLAIMER OF WARRANTY:

- a. RM WEB STUDIO'S SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. DUE TO RM WEB STUDIO'S RELATIONSHIP WITH ON LINE NETWORKS, RM WEB STUDIO GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE WEB HOSTING SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY EXPRESSLY DISCLAIMS ANY RIGHT TO REIMBURSEMENT FOR DIRECT OR CONSEQUENTIAL LOSSES, INCLUDING BUT NOT LIMITED TO LOSSES OF INCOME, DUE TO DISRUPTION OF SERVICE BY RM WEB STUDIO OR BEYOND THE FEES PAID BY CLIENT TO RM WEB STUDIO FOR SERVICES.
- b. Client expressly agrees that use of RM Web Studio's service is at Client's sole risk. RM Web Studio, its employees, affiliates, agents, third party information RM Web Studio's merchants licensers or the like, indicate RM Web Studio's Web Hosting service may be interrupted and is not likely to be error free. RM Web Studio makes no warranty as to the results that may be obtained from the use of the Web Hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Web Hosting service, unless otherwise expressly stated in this Agreement.
- c. Under no circumstances, including negligence, shall RM Web Studio, its offices, agents or anyone else involved in creating, producing or distributing RM Web Studio's Web Hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the RM Web Studio's Web Hosting services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to RM Web Studio's records, programs or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on RM Web Studio's Web Hosting services.
- d. Use of any information obtained by way of RM Web Studio is at Client's own risk and RM Web Studio specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and does not represent guarantees of available end to end bandwidth.
- e. RM Web Studio disclaims liability for any damages arising from Client's use of RM Web Studio or by Client's Server(s). RM Web Studio disclaims liability for Client's data, files, or directories residing on RM Web Studio's equipment or its RM Web Studio's equipment. Client is solely responsible for maintaining data, file, and directory structure back-ups.
- f. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate Rand amount which Client paid during the term of this Agreement.
- g. It is the responsibility of the Subscriber to make sure that mail spooled on RM Web Studio servers are retrieved at least once a week as the mailbox may grow to capacity and accept no further email delivery. RM Web Studio will not be held responsible for any mail lost due to non-retrieval.

3. TRADEMARKS AND COPYRIGHTS:

- a. Client warrants that it has the right to use the applicable trademarks of Client, and grants to RM Web Studio the rights to use such trademarks, if any, in connection with RM Web Studio's motion of, referencing of, cataloging of, or indexing of RM Web Studio's Web Hosting clients.
 - b. CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON RM WEB STUDIO THROUGH CLIENT'S ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING LIBELOUS OR HARMFUL. CLIENT WILL HOLD RM WEB STUDIO HARMLESS AND IDEMNIFY RM WEB STUDIO FROM ANY DAMAGES, FINES, OR COSTS INCLUDING ATTORNEY FEES WHICH MAY ARISE FROM ANY SUCH VIOLATION OR INFRINGEMENT.
4. CAPACITY:
Client certifies that he or she has full right and authority to enter into this agreement to bind Client hereto.
5. INTERNET ETIQUETTE:
 - a. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. RM Web Studio is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network RM Web Studio or its customers may utilize.
 - b. Use of distribution list via unsolicited electronic mail or other electronic mailings is strictly prohibited. RM Web Studio reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless RM Web Studio from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's Web Hosting account(s).
6. TERMINATION /CANCELLATION OF SERVICES
 - a. This Agreement may be terminated by either party. Outstanding invoices are not affected by termination. RM Web Studio may terminate service under this Agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement
 - b. The subscriber shall provide one calendar month's notice in writing to terminate any service's with RM Web Studio.
 - c. Cancellations are not deemed valid unless client is in possession of a valid cancellation document provided by RM Web Studio acknowledging cancellation.
7. INDEMNIFICATION:
 - a. CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON RM WEB STUDIO THROUGH CLIENT'S ACCOUNT(S) WILL NOT CONTAIN ANYTHING LEADING TO AN ABUSIVE OR UNETHICAL USE OF THE WEB HOSTING PRODUCT(S) OR THE HOST SERVER(S). ABUSIVE AND UNETHICAL MATERIALS AND USES INCLUDES, BUT IS NOT LIMITED TO, PORNOGRAPHY, OBSCENITY, NUDITY, VIOLATIONS OF PRIVACY, COMPUTER VIRUSES, ANY HARASSING AND HARMFUL MATERIAL OR USES, ANY ILLEGAL ACTIVITY, OR MATERIAL ADVOCATING ILLEGAL ACTIVITY, AND ANY INFRINGEMENT OF PRIVACY OR LIBEL.
 - b. Client agrees that it shall defend, indemnify, save and hold RM Web Studio harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against RM Web Studio, agents, its clients, servants, officers and employees, that may arise or result from publication or use of client's materials, any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless RM Web Studio against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with RM Web Studio's Web Hosting service; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on the Web Hosting.
8. CONTRACT REVISIONS:
Revisions to this Contract will be considered agreed to by Client on renewal of RM Web Studio's Web Hosting services as specified in Section 1(c).
9. HIGH RESOURCE USER POLICY:
 - a. Resources are defined as bandwidth and / or processor utilisation.
 - b. RM Web Studio may implement the following policy at its sole discretion:
 - c. When a website is found to be monopolising the resources available RM Web Studio reserves the right to suspend that site immediately or renegotiate the current hosting package in accordance to the use. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our service RM Web Studio's servers.
10. ENTIRE UNDERSTANDING:
 - a. This Agreement contained in this Contract constitutes the sole agreement between RM Web Studio and Client regarding its Web Hosting service. It is construed in accordance with the laws of South Africa. Any litigation or lawsuits incidental to this Agreement shall be filed and be determined in South Africa unless otherwise agreed to in writing by RM Web Studio.
 - b. Client will use the Web Hosting services in a manner consistent with any and all applicable laws of South Africa.

Signing up for an account binds the clients to the above contract.