



4C harbour Road, Kleinmond, 7195

PO Box 681, Kleinmond, 7195

Tel: 028 271 3116 Fax: 028 271 4503

Email: info@askit.cc

Account Number: _____

SERVICE AGREEMENT TERMS AND CONDITIONS

Regulation of Interception of Communications and Provision of Communication-Related Information Act (RICA)

ASK IT is required by law as a communications company to adhere to the requirements of the RICA act and must follow the outlines below before any services can be activated for subscribers

- Obtain a copy of the subscriber's identity document/passport. In the case of a company we require the company registration documents and a copy of the authorised signatory's identity document/passport. Driver's Licenses are not deemed acceptable identification documents.
- Proof of Residence – Rental agreement or municipal or any other trade account that reflects the residential address.
- We are obliged to identify the subscriber face to face and this process must be done with the subscriber and not a representative.

Detailed description of goods and/or services

ASK Internet Technologies cc(herein referred to as "ASK IT") is an Internet service provider that markets hosting, Internet access and web development services.

Monthly Period – month to month from the Start Date or any other period as it would have been agreed between you and ASK IT.

Fixed Period - 12 months from the Start Date or any other period as it would have been agreed between you and ASK IT.

Delivery policy

Subject to availability and receipt of payment, requests will be confirmed within 2 working days and delivery confirmed telephonically or via e-mail.

Liability

By agreeing to use our services you agree to our standard terms and conditions.

Indemnity

The customer hereby unconditionally and irrevocably indemnify ASK IT and agree to indemnify and hold ASK IT harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by ASK IT as a result of any claim instituted against ASK IT by a third party (other than the customer) as a result of (without limitation):

The use of ASK IT services or products other than as allowed or prescribed in the Agreement; any other cause whatsoever relating to the Agreement or the provision of services or products to the customer where the customer have acted wrongfully or failed to act when the customer had a duty to so act.

To the fullest extent possible, the customer disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use the services in any manner or from any reliance on the services in any way.

The customer agrees to indemnify and hold harmless ASK IT, its members, employees, servants, subcontractors and partners from any demand, action or application or other proceedings, including for attorney's fees and other related costs made by any Third Party and arising out of or in connection with this Agreement and or the inability of any User to use the services.

The customer acknowledges its responsibility for its own internet security and privacy. Customers are strongly advised to install firewalls and anti-virus software for their own protection.



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Return and Refunds policy

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The provision of goods and services by ASK IT is subject to availability. In cases of unavailability, ASK IT will refund the client in full within 30 days. Cancellation of credit card orders by the client will attract a 5% administration fee. ASK IT provides a full 7 day money back guarantee on all services. All goods such as hardware and software remains the property of ASK IT until paid in full.

Wireless Equipment Guarantee

- Upon activation and installation of wireless equipment, we offer up to 12 months guarantee on all equipment as per manufacturer's specifications with the exception of any power related damage, water damage, unauthorized service or malicious damage done to the equipment.
- Where a client has opted for the Rent-to-Own option, following the 12 months period, the equipment, which was purchased upon installation, becomes the property of the client and therefore the responsibility of the client.
- All changes / improvements / repairs to the equipment are for the client's account unless the damage / fault is as a result of the company's negligence.
- The high site equipment is always the responsibility and property of the company and the client will never be held responsible for any changes / repairs needed on the high site.
- It is standard policy for clients to be pre-advised of any potential costs in either the form of a formal quote, when the exact fault is known, or an estimate, when an onsite evaluation is required.

Equipment Maintenance Plan

As an alternative to a supplier warranty, ASK IT offers its subscribers the option to add an Equipment Maintenance Plan that covers installed equipment including antenna, Wi-Fi router, Power supplies and cabling against the following events.

- Rain/Storm/Water Damage
- Electrical Surges including lightning
- Any latent defects

The cost of any repairs or replacement that is required will be borne by ASK IT. The cover includes any travelling and/or call-out fees.

The following conditions are not covered by the Equipment Maintenance Plan:

- Malicious damage
- Theft
- Rust
- Unauthorized service/opening by non ASK IT personnel

Tax Exemption

Unless otherwise noted all prices on this web site includes Value Added Taxes (VAT).

Customer privacy policy

ASK IT shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

Acceptable use policy / Fair Use Policy

ASK IT's hosting and Internet access services are governed by our Acceptable Use Policy (AUP). Our AUP policy states that none of services may be utilised in any way to generate SPAM (UCE – Unsolicited Commercial E-Mail). Use of your e-mail account to send unsolicited bulk (UBE) or commercial messages (UCE) is prohibited. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it. We reserve the right to block P2P traffic on our network when any network strain is experienced or when required to do so by law. ASK IT's uncapped ADSL and uncapped wireless accounts will never be capped. However, our uncapped service is not designed for people using computer programs running 24/7 continuously downloading. If you intentions are to download 24/7 then these accounts are not for you. We reserve the right to shape and throttle any account whose usage are affecting other users on our network's internet experience negatively. Our main goal is to keep the majority of our clients happy so if certain individual's abusive downloading are affecting other users on our network we reserve the right to shape, throttle or cancel their service.

For more information on our [Acceptable Use Policy](#) please follow the link provided.



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Wireless Services – Speeds available

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Please note that all Wireless services require a clear line of sight to our nearest tower in order to be effective. These services are provided on an "as is" and "up to" service level agreement. This means that although installations are done with high quality products and workmanship, the line speed achieved is not guaranteed. Variations may exist and if this is the case, we recommend downgrading to a slower package for stability.

Spamming Sites

Should any aspect of a client's website cause spam and disrupt the service to any of our other clients, we will immediately suspend the hosting services of the website responsible for the spamming. This will be done after making contact with the client in writing to confirm this. Services will be reactivated upon confirmation from the client that the spamming software has been removed.

Client changes to personal domains

ASK IT reserves the right to charge a service fee, for any changes or system corrections needed on servers or domains owned by clients, when the changes or corrections needed are the result of changes made by the client.

Client Access Disclaimer

ASK IT reserves the right to charge a specialized IT Support fee, for any changes or system corrections needed on client installations and networks, in the event of a request for full systems access by the client.

Copyright

ASK IT's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "WareZ Sites", "Irc Bots", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision with guidance taken from the Internet Service Provider's Association, our governing body.

Payment options accepted

Payment may be made via Debit Order (Bank Draft) and Visa / MasterCard credit cards. Unless otherwise specified all hosting and Internet access services are payable pro-rata in advance.

Payment on additional invoices

As per the terms on our service application forms, please note that you are in agreement to accept any additional relevant charges submitted against your account, not included in the monthly service invoices. This may include top up invoices, job card invoices, or invoices related to overuse for hosting services.

Debit Orders

ASK IT's debit orders are processed once a month, typically on the first working day of each month (please take note that we bill pro rata in advance)

For new client's your initial debit order amount may include

pro rate for month of joining (if your activation date falls after the 25th of the month it may not be included in the debit order batch for that particular month, we recommend paying this amount via EFT to alleviate financial pressure)

1st month billing (if your activation date falls after the 25th of the month it may not be included in the debit order batch for that particular month, we recommend paying this amount via EFT to alleviate financial pressure)

2nd month billing – pre billed as per terms of service



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For example: If you join on the 29 January 2015, your first debit order batch will be as follows:

Pro rata amount R 34.90 (29/01/2015 – 31/01/2015)

1st month billing R 349.00 (01/02/2015 – 28/02/2015)

2nd month billing R 349.00 (01/03/2015 – 31/03/2015)

Debit order will be deducted from your account on 27/02/2014 for the total amount of R 732.90

Should a customer's monthly debit order return as rejected for any reason, a rejection fee of R50 will incur and this will immediately be billed as a separate invoice.

Upon signing up with ASK IT, the client agrees to any additional relevant charges to their products that are not included in their monthly service invoice. This includes any top up invoices generated for Internet connection, as well as traffic or disk over usage invoices that are created for hosting. As all invoices are automatically e-mailed immediately after they are generated, it is the client's responsibility to contact ASK IT should they have any queries relating to an invoice upon receipt thereof.

Payment via Credit card

All new orders placed where the account holder is making payment via Credit card will need to be accompanied by copies of the account holder's Credit card (front and back of the card) before the order will be processed. Should a client wish to change their payment method to Credit card, or update their Credit card details, this will also be required.

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Responsibility

ASK IT takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and ASK IT chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Disclaimer

ASK IT at its sole discretion may choose to change the terms, conditions and operation of this website at anytime without notice. This includes the occasional adjustment of our pricing allowing for the notification of our clients within 21 days.

Non Payment on Overdue Invoices

All invoices – unless otherwise indicated are due COD, or by the first of each month as all monthly services are billed in advance for the upcoming month. Should an invoice become overdue, the necessary process is followed by our system with the details that are available on each client's profile. Should we receive no response with regard to outstanding invoices, the account will be handed over to our listing agency. The client will receive notice from this company of the outstanding fees and have 30 days to respond and make arrangements for payment to ASK IT. Should payment not be received after the 30 days, the account holder will be blacklisted for non payment.

It is the responsibility of the client to ensure that ASK IT has their updated details, and this is available for each client to view in their client area. It is also the responsibility of the client to be in contact with ASK IT to arrange for payment before the account is handed over.

Invoices due not paid by the 3rd day of the month will result in the account being suspended without further notice. No connectivity will be available and the account will only be re-activated after receipt of a R 250-00 reconnection fee.

Late Payment for Domain Renewals

In order to avoid having your domain suspended due to late payment, please ensure you make payment prior to the due dates stated on the invoice for the renewal. Failure to do so may result in the domain becoming suspended and even being purchased by another entity while unpaid.



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Our renewal notices and invoices are sent out more than 30 days in advance, so ensure that your listed email address is the correct one with which to reach you.

Transferring of domains away

If you want to transfer, move, or cancel a domain, the abbreviated procedure is as follow:

1. Client submits cancellation request
2. New domain registrar initiates transfer
3. ASK IT accepts transfer
4. Domain is transferred

It is imperative that you contact your new ISP before transferring a domain away so that this entire process can be facilitated. The essence of transferring a domain away is that the new ("incoming") ISP does most of the work. If the new ISP does pro-actively manage the transfer your domain might go into redemption and then get re-registered by another party.

Domain Renewals .CO.ZA

ASK IT uses the official South African domain registrar to register .CO.ZA domain names. This registrar provides an option to pay them directly instead of going via the ISP. The money ASK IT collects for domain registrations and renewals are used to cover our administrative, billing, tech support, and infrastructure costs. For example, for every domain name that resides on our servers, we run fully redundant servers, locally, and

internationally. If a client elects to pay the domain registrar directly instead of honouring our invoices, ASK IT reserves the right to not host the client's DNS.

Backups for Hosting Packages

Daily backups are made of the web files on our servers and they are available in the event that your site needs to be restored. Please note that we do not offer any backups for mails linked to the domain hosted with us and suggest that you always ensure a local copy.

It is highly recommended that you also create a separate backup of all your DNS records, web files and mailbox content, to prevent loss of data as we do not guarantee backups. For more info on our backup services, visit our info page on Online Cloud Backup solutions.

Technical Support regarding Overuse Investigation

Our hosting and Internet access platforms already provide clients with detailed statistics of usage. Sometimes clients find it difficult to understand that they are using such a large amount of overuse. If a client is unable to resolve the issue using the tools at their disposal and they would like ASK IT to investigate further, our Support team will be able to assist on this matter at a charge rate of R 200 per domain / account. Charges will not be applied should there be a system fault on ASK IT's side. For further clarity on this please contact our help desk.

Transfer Requests Outside Office Hours

If a client wishes to transfer a domain out of office hours, the following policy applies:

1. The client must make sure the domain and all related services are paid up to date.
2. The incoming ISP must get confirmation in writing (e-mail is fine) that the accounts department will accept the transfer.

If the above procedure has not been followed the after hours (emergency personal) will be unable to help.

Please note that all outgoing domain transfers are automated. If your domain or any of the related services are not paid up to date the domain transfer will be automatically declined. Manual override can only be done during office hours.

Transfer tickets are only accepted once the cancellation for the specific hosting product has been requested online in the client area by the client, and in accordance with ASK IT's 30 day notice period for hosting product cancellations.



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Termination of Service

The General Terms of Service of this agreement commences on the Effective Date and will continue indefinitely, subject to termination by either party on 1 (one) calendar months prior, following our online cancellation procedure.

Cancellations are accepted in writing only. Cancellations are processed as follows:

1. Should the cancellation request be received before the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the following month. (E.g. The cancellation is received on 15 June, and the product will be terminated on 1 July.)
2. Should the cancellation request be received after the 16th of the current month, this will result in the package being terminated (including all relevant files, information and history) on the 1st day of the second month. (E.g. The cancellation is received on 17 June, and the product will be terminated on 1 August.)

VoIP Cancellations

Please note that should you require your VoIP services cancelled, a 30 day notice period is applicable. As ASK IT is a reseller for this product, you will need to request a separate cancellation for this service.

An email should be sent to accounts@askit.cc to request that the VoIP services be discontinued and cancelled with the supplier. ASK IT will process the cancellation with the supplier on your behalf once the cancellation email has been received.

Client Contact Details

It is the client's responsibility to keep their contact details up to date. This is easily accessible via the [Client Area](#)

Health and Safety Regulations

In compliance with best practice, we do not allow engineers to complete any work during harsh winds or on wet surfaces especially roofs. All appointments scheduled on days when there are strong winds or rain, will be rescheduled to the next available date. This is due to safety regulations and the risk of injury.

Support Procedures

ASK IT has standard procedures for obtaining technical support and escalations.

Clients are requested to log a ticket when experiencing difficulties. Methods for logging tickets are as follows:

- Using our website, <http://www.askit.cc>
- Sending an e-mail to support@askit.cc
- Phoning our help line, 079 624 1887 during advertised support hours, normally from 7 am to 9 pm

When requesting technical support you will be given a ticket number. All our technical support cases are attached to a ticket number which we use to trace the issue through our system. Without a ticket number, we cannot process any support request. Should you not receive a ticket number by default, please ensure that you ask for one. If you require escalating a call, ensuring that you quote your ticket number when proceeding with the escalation request.

Please do not contact our Support Engineers directly on their personal e-mail address or via any of the chat programmes such as GChat or WhatsApp, as your query will not be handled efficiently.

Our system is set up to handle all technical support queries in an efficient manner and problems will only be addressed by following one of the three reporting methods above.



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Installations – Use of own equipment or own installation done

ASK IT does not bear responsibility for a lack in QoS (Quality of Service) of the package line stability and speed, when equipment is used for a wireless installation that is not purchased from ASK IT directly or if the recommended equipment is not used.

Additionally, if the installation is done by anyone other than ASK IT-approved contractors or employees through the official ASK IT booking channels, ASK IT reserves the right to charge for any changes or system corrections needed on client installations and networks as well as equipment to be purchased.

Criminal Activity on ASK IT's Network

No form of criminal activity will be tolerated on ASK IT's network. This includes hacking or phishing or trespassing on any person's system and any other activity which is prohibited by the law. The normal turn of events is that the police will subpoena ASK IT for the information. ASK IT, however, reserves the right to disconnect a user's system until such time as the investigation is completed.

Website and Graphic Design Terms and Conditions

All illustrations, designs and drawings, websites, concepts of a like nature produced by ASK IT are protected under the Copyright Amendment Act of 1980 and whilst they are for information purposes only and not binding on ASK IT, nevertheless remain the sole and exclusive property of ASK IT.

ASK IT does not take any responsibility for any artwork or print work that has been signed off, whether by email, telephone or written sign off by the client. Clients must ensure all content, including spelling, grammar and spacing as well as contact details is correct before signing off artwork. ASK IT does not take any responsibility for any mistakes or changes on any artwork or final product once signed off and agreed upon by the client. ASK IT does not undertake to make payments to a client if a client over pays. A credit note will be allocated for future use unless ASK IT or the client picks it up within 7 days of the transaction.

An agreement between ASK IT and the client will be effective only after a quotation is signed by or on behalf of the client and received by ASK IT or once a 50% deposit is paid by a client. Once a deposit payment is received the project will commence and therefore deposit payments are non refundable.

All quotes are valid for 30 days from the ``quote date`` except for material price increases and is subject to the availability of stock and sight of final artwork.

ASK IT shall have the right to hold the client and/or it's under mentioned representative jointly and severally liable for such monies as are due and payable to ASK IT for work that the client or its agent ordered and that was rendered.

Invoice terms are strictly COD with 50% deposit on all printing or promotional items. Balance due before delivery can take place. Our accepted payment methods are COD or EFT only. No accounts unless by prior arrangement. Invoices not settled immediately will have interest charged at 2.5% per month or part thereof. All costs ASK IT incurs in regard to unpaid invoices will be charged to the outstanding invoice/s.

This interest is in the credit agreement that the client will need to sign. All clients not adhering to this will in the future not be given an account and without notice the account will be terminated.

All quotes accepted and work began and/or invoiced out will be subjected to a 20% quote rejection fee if projects have commenced (ie. Artwork, ordering of supplies, etc)

A 30 days notice period is required for products when cancelling the services, including: Hosting, Email Branding, Newsletters, Qwikwebs, SEO / PPC, CMS, or any monthly product / service.



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Our SLA and turnaround times

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The following response time periods are applicable with regards to our support structure:

- Within 24hrs – emergency maintenance to ASK IT infrastructure such as high sites and apartment hotspots
- Within 72hrs – snag list resolution of jobs already started
- Within 4 working days – maintenance and call out jobs
- Within 4 working days – large site installations and network setups once quote accepted
- Within 14 working days – client standard installations from forms received

These times do not include weekends or public holidays.

Labour Rates

Standard Labour – Installing radios, moving installations – R 299.00 per hour incl VAT

IT Support Labour – Teamviewer support (Office Hours Only) – R 149.00 per 30 minutes incl VAT

IT Support Labour – Onsite support (Office Hours Only) – R 299.00 per hour incl VAT

IT Support Labour – Onsite support (After Hours) – R 499.00 per hour incl VAT

ASK IT's Contact Details

Physical Address:

4 Harbour Road, Kleinmond, 7195, South Africa

Postal Address:

P.O. Box 681, Kleinmond, 7195, South Africa

+27 (028) 271-3116 (office)

+27 (028) 271-4503 (fax)

info@askit.cc

I/WE ACCEPT THE TERMS AND CONDITIONS AS DEFINED ABOVE:

Signatures

By your signature to this Agreement you acknowledge that you have read and understood the terms and conditions of this Agreement.

Please Print Name

Date

Customers Signature