



## EmCom Terms and Conditions

- 1) **EmCom Internet Solutions** (hereafter referred to as "**EmCom** ") registers Dialup Accounts on the Internet through the relevant governing bodies and hosts related material on the **EmCom** Server's on behalf of Applicants (hereafter referred to as "Applicant"). These terms and conditions apply to the use and registration of Dialup Accounts and E-mail services offered by **EmCom**;
- 2) **EmCom** requires the Applicant to pay the respective account registration fee along with the respective first month payment, broadband registration fee as per the contract, by direct deposit or internet transfer only. The monthly subscription fees are payable to EmCom via a signed direct debit order. If not this will constitute a breach of contract. Should the contract be breached then the contract and the services expire and the customer is required to pay a re-application fee of **R650.00** to continue services with **EmCom**.
- 3) **The Applicant hereby:** Acknowledges that **EmCom** has not and does not conduct pre-register ability searches in respect of the Applicants use and registration of its selected E-mail Account and is therefore not obliged to either advise the E-mail Applicant about possible conflicting third party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights; and confirms that the use or registration of the E-mail by Applicant does not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right, and that Applicant has the right to use the E-mail as requested;
- 4) **The Applicant hereby:** Acknowledges and agrees that **EmCom** cannot act as an arbiter of disputes arising out of the registration and use of E-mail. At the same time, Applicant acknowledges that **EmCom** may be presented with evidence that an E-mail registered by Applicant violates the rights of a third party. In such instance **EmCom** shall be allowed to provide a complainant with Applicant's name and address and all further communication will exclude **EmCom** and **EmCom** will have no further obligations to the Applicant. In such instance Applicant shall be entitled to continue using the E-mail registered for Applicant by **EmCom** until a court directs otherwise.
- 5) **The Applicant hereby:** Acknowledges that **EmCom** will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, dialect, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the Applicant's selected E-mail/s.
- 6) Accordingly the Applicant hereby indemnifies **EmCom** against any loss whatsoever arising from any dispute or claim occasioned by the Applicant's use and registration of its selected E-mail, even if **EmCom** has been advised of the possibility of such damages.
- 7) Initial Set-up fees are non-refundable. Dialup Accounts and E-mail fees constitute a once-off payment subject to certain renewal charges.
- 8) **EmCom** will exercise "SPAM" control over the content of the material hosted on its E-mail servers, but not on the information passing through the **EmCom** network, however should the Bandwidth be abused for illegal purposes, such services will be suspended.
- 9) **EmCom** makes no warranties or representations of any kind, whether express or implied as to the service it is providing is a best effort service. **EmCom** also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Applicant, including loss of data resulting from delays, non-deliveries or service interruptions or from any cause whatsoever, or errors or omissions on the part of the Applicant. Use of any information obtained through **EmCom** is at the Applicant's own risk, and **EmCom** specifically denies any responsibility for the accuracy or quality of information obtained through its services. Any reference to Connection speed represents the speed of a connection to, and does not represent guarantees of available end-to-end bandwidth.
- 10) **EmCom** expressly limits its damages to the Applicant for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. **EmCom** specifically denies any responsibilities for any damages arising as a consequence of such unavailability.
- 11) Applicant expressly agrees that use of **EmCom**'s Server's and Services are at Applicant's sole risk. Neither **EmCom**, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that **EmCom**'s Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the **EmCom** Server service, unless otherwise expressly stated in this Agreement.
- 12) **EmCom** reserves the right to host any materials within the law and may, at its option and at any time, reject this material, including but not limited to any time after it has been put on **EmCom**'s Server's. **EmCom** agrees to notify Applicant immediately of its refusal of the material and afford Applicant the opportunity to amend or modify the material to satisfy the needs and/or requirements of **EmCom**. If the Applicant fails to modify the material, as directed by **EmCom**, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.
- 13) Only one (1) Dialup Account may be used per customer and not two customers per Account in any one package. **EmCom** reserves the right to display the Applicant's Dialup Account, should law require it.
- 14) Applicant or its Agent certifies that he/she is above the age of 18 years, has full contractual capacity and is duly authorized by the Applicant to contract on Applicant's behalf
- 15) The provision of the service's referred to herein (aside from those which constitute a once-off service) shall endure for an initial period of 12 (Twelve) months from date of signature hereof. After the initial 12 month period, notice of cancellation of any or all of the terms of this agreement may be given in writing by no later than the 20<sup>th</sup> of the month and such cancellation will take effect in 30 day's or one calendar month, failing which, Applicant shall be liable for the relevant fees and charges in respect of the subsequent month, and the contract will be renewed for a further 12 month period, at the new and or revised monthly subscription fees. A cancellation request in respect of any of the services offered by **EmCom**, except for the Pre-Paid services, must be furnished via e-mail to EmCom to [info@emcom.za.net](mailto:info@emcom.za.net)
- 16) The amounts owing for the initial month will be accumulated at the end of each month from the date of signature to the end of the initial month and shall be added to the first debit at the end of the subsequent month. Applicant shall ensure that there are sufficient funds in the account, details of which have been supplied to **EmCom** to cover such amount.
- 17) Applicant confirms that all statements made in this application are true and correct. Any disputes arising in relation to this application or the supporting documents shall be governed by the applicable laws of the Republic of South Africa
- 18) **EmCom** reserves the right to change its prices at any time but on reasonable notice, but will not change the fee structure for subscribed customers in the first year or Applicants applying through Promotional Offers from application date.
- 19) Should Applicant Breach of any of the terms and conditions contained herein, including but not specifically limited to the payment terms, **EmCom** has the right (solely at **EmCom**'s discretion) to immediately demand payment of the full amount owing and demand compliance forthwith with all the terms and conditions, alternatively to terminate the agreement and services forthwith, in either instance without in any way derogating from any common law, contractual and / or dialectal rights which **EmCom** may have.
- 20) The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by **EmCom** and the Applicant.
- 21) In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be sever able from the remaining terms, which will continue to be valid and enforceable.
- 22) Use of EmCom's Wireless's services are subject to compliance with EmCom's Wireless's Acceptable Use Policy. Access to other networks connected to EmCom's wireless's network must comply with the rules for that other network. Use of EmCom's wireless's network constitutes acceptance of these Terms and Conditions and an agreement to pay for use of the services as outlined herein.
- 23) These terms and additional terms and conditions including Acceptable usage Policy is available for reading on the EmCom website. E&OE

**24 Hour Office and Support Number Cell: 076 311 5532**

**EmCom Banking Details - FNB Branch Code 204-809 Acc Number 6209 797 0240**

