

# **ADSL Terms & Conditions**

## **Use of site**

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The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **Our rights**

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and / or
2. Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **Privacy policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet Service Provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

## **Cookie / tracking technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third party links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Delivery policy**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website. Our support number is: 087 180 1132.

### **Refunds / returns policy**

Should you for any reason wish to cancel your credit card purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase.

### **Security policy**

Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

The Merchant does not have access to credit details.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

## Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and / or removing any materials from the Website).

## Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

I accept and understand that:

- a. The service will be subject to:  
Provisions of the Electronic Communications Act No 36 of 2005 ("the ECA").  
Telkom's Public Switched Telecommunications Service License Conditions and Telkom's, SAIX & Internet Solution's Conditions of Service as amended from time to time. (A copy of these conditions is available from Telkom SAIX & Internet Solutions).
- b. I will rent the service for the contract term as indicated in this order. One month's written notice of discontinuance is required.
- c. Should I / we fail to pay my / our account I / we shall be liable for any resultant collection, tracing and / or legal fees.
- d. KM Hosting a Trademark™ of Khazimulile Holdings Pty Ltd (KMH) will be entitled to verify the information contained on the customer's order form and generally make enquiries it deems necessary. KMH will also be entitled to furnish any information regarding the customer's account with KMH and his compliance with these conditions to any credit bureau / Bank.
- e. I / we hereby indemnify KMH against any damage, loss, claims or cost that may result from the work being done in connection with the connection and / or removal of the service.
- f. The ADSL service is sold as a best effort service and does not provide any guaranteed throughput to the World Wide Web.

A copy of the ECT Act is available at [http://www.polity.org.za/page.php?rep\\_id=473](http://www.polity.org.za/page.php?rep_id=473)