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STANDARD TERMS AND CONDITIONS OF ON-LINE ACCESS FOR WEB HOSTING SERVICES

1. These terms and conditions to prevail

These terms and conditions (hereinafter referred to as "this agreement") shall, when read together with the subscriber's application form and any schedule thereto, constitutes the whole of the agreement between MPLANET HOLDINGS cc. (hereinafter referred to as "MPLANET") and the subscriber.

2. Charges

- 2.1 The charge for the subscriber's entitlement to use the service on a monthly basis is a monthly fee, payable monthly in advance by the subscriber, to MPLANET.
- 2.2 The charge for the subscriber's entitlement to use the service on an annual basis is payable in full in advance by the subscriber, to MPLANET. This amount is non-refundable.
- 2.3 MPLANET reserves the right to adjust service charges at their sole discretion. Existing subscribers will receive one month's notice relating to price adjustments.
- 2.4 It is the policy of MPLANET to provide subscription only on the basis of a debit order or a bank or credit card account.

3. Termination

The agreement shall continue indefinitely and shall be terminated on the expiry of 1 calendar month's written notice given by either party to the other.

4. Subscriber's Obligations

- 4.1 The subscriber is prohibited from allowing any other party access to the service through the subscriber's unique Internet address as allocated by MPLANET.
- 4.2 The subscriber may not at any time use the service in contravention of any South African law. In particular, the subscriber undertakes to familiarise itself and ensure that it is kept continuously appraised of all South African law enforced from time to time, which has any bearing on the service and/or its use. MPLANET has no obligation to assist the subscriber in this regard.
- 4.3 The subscriber is liable for all of his or her own computer hardware, telecommunications and other connection costs incurred in connecting to MPLANET'S service.

5. Warranties

5.1 MPLANET does not make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever in respect of the service or its suitability for any purpose. MPLANET does not warrant or guarantee that the information transmitted by and/or available to the subscriber by way of the service:

- i. will be preserved or sustained in its entirety;
- ii. will be suitable for any purpose;
- iii. will be free of any inaccuracies, defects, bugs or viruses of any kind, and MPLANET assumes no liability or obligations in regard to any of the aforementioned exclusions.

6. Exclusion of Liability

6.1 Except as otherwise expressly provided herein to the contrary, MPLANET shall not be liable to the subscriber or any third party for any loss or damage of whatsoever nature and/ or howsoever arising (including consequential or incidental loss or damage, which shall include but shall not be limited to, loss to property or of profit, business, goodwill, revenue or anticipated savings).

6.2 The subscriber hereby indemnifies MPLANET against and holds MPLANET harmless from any claim by any party arising directly or indirectly out of access to or use of the service, or information obtained through the use of it.

WEB HOSTING SUBSCRIPTION FORM



DETAILS FOR CONTRACT

Full Name / Company Name	
Contact person	
Phone number (bus)	
Phone number (fax)	
Phone number (Cell)	
Phone number (home)	
User ID no./ company reg number	
Physical address	
Postal address	

DEBIT ORDER DETAILS

Account Name	
Bank	
Branch	
Branch code	
Account number	
Type of account	

FOR MPLANET OFFICE USE ONLY:

<i>mars</i>	<i>mpl</i>	<i>(Ref)</i>
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(56Kb Dial, 64Kb Dial, 128Kb Dial, Diginet, ADSL, Mail, Web hosting, Server hosting)

MPLANET SERVICE OPTIONS (+ INITIAL CHARGE)

SERVICE	SERVICE DETAILS	/MONTHLY /ANUALLY	TOTAL AMT

I, the undersigned, hereby understand and accept the standard conditions of the agreement, and indebtedness to MPLANET HOLDINGS cc unconditionally. Where applicable I give MPLANET HOLDINGS cc the authorisation to debit my account for the initial amount due, as well as for future charges due under this contract on the 1st day of every month. I accept that the account will only be activated after payment is received in full. I warrant that I am duly and legally authorised under my designation denoted below to enter into this contract. All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally.

FULL NAME	DESIGNATION (COMPANY)
SIGNATURE	DATE

CONSULTANT	Payment Type
	Debit Order/ Prepaid

EMAIL USERNAME (@mplanet.co.za)

EMAIL PASSWORD

Extra Requirements

- Private individual:
 - Original completed contract with both pages initialled.
 - Original certified copy of Identity document.
- Business entity:
 - Original completed contract with both pages initialled.
 - Original certified copy of Identity document of person registering.
 - Original company letterhead reflecting business registration number.