WEB

REAL IMAGE INTERNET

WEB

swaziland's leading internet service provider - swaziland's leading internet service provider -swaziland's leading internet service provider - swaziland's leading internet service provider - swaziland's leading internet service provider - swaziland's leading internet service provider - swaziland's leading internet service provider- swaziland's leading
P.O. Box 3517, Mbabane, H100 info@realnet.co.sz http://www.realnet.co.sz Tel: +268 404 7432 Fax: +268 404 8333
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WEBHOSTING & DNS SERVICE APPLICATION FORM

CHOOSE DOMAIN NAME _____ new update

domain names must be a minimum of 4 characters, must contain only alpha numeric characters.

PERSONAL & COMPANY DETAILS

NAME: _____ SURNAME: _____ TITLE: _____

TELEPHONE NO.: _____ (WORK) _____ (HOME)

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

COMPANY NAME: _____ POSITION: _____

HOSTING OPTIONS

DOMAIN NAME SERVICE (DNS) OPTIONS

☐ DNS REGISTER/RENEWAL - INTERNATIONAL E 390.00
.COM .NET .ORG

☐ DNS REGISTER/RENEWAL - LOCAL E 250.00
.SZ .ZA

☐ DNS HOSTING - 12 MONTHS E 1,800.00
NOT REQUIRED IF OPTING FOR ANY OF THE PACKAGED OPTIONS BELOW

PACKAGED OPTIONS - MONTHLY

☐ WEBSITE BASIC E 250.00
100MB Website space + 2 email address (10MB each) - no database access, ftp access

☐ WEBSITE BUSINESS E 450.00
200MB Website space, 5 Email addresses, 2 databases, CMS enabled, ftp access, PHP/ASP Enabled

☐ WEBSITE ENTERPRISE E 650.00
500MB Website space, 10 Email addresses, 3 databases, CMS enabled, ftp access, PHP/ASP, Python, Perl Enabled

Note: The packages option do not include the design of the website. Subject to a years service contract.

ADVERTISING BANNER OPTIONS - MONTHLY

☐ BANNER ON SWAZI.COM - 120 X 60 PIXELS E 450.00

☐ BANNER ON SWAZI.COM - 440 X 60 PIXELS E 750.00

SIGNED: _____ DATE: _____

by signing this form, I confirm reading and understanding the terms & conditions (refer overleaf).

SALES PERSON: for office use only

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Please send back completed form to: Real Image, Block C, MTN Office Park, Karl Grant Street, Mbabane, Swaziland
or fax to +268 404 8333.

REAL IMAGE INTERNET - TERMS AND CONDITIONS OF USE - THE FULL TEXT OF THIS AGREEMENT IS AVAILABLE AT HTTP://ISP.REALNET.CO.SZ/FR_CONDITIONS.HTML

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Real Image sells access to its computer network on a subscription basis and access to the internet is exercised via a dial-up connection by the subscriber keying in a valid username and password specifically granted to the subscriber (hereinafter referred to as the "log-on ID").
In order for the subscriber to be issued with a valid log-on ID and password, Real Image requires the subscriber to conclude this Real Image Service Agreement and the subscriber hereby binds himself to this agreement. The agreement is valid for one year and will be automatically renewed if notice to the contrary is not given by either party.

INTERPRETATION IN THIS AGREEMENT:

"Effective date" - means when the subscriber receives his log-on ID and password or whichever date is the earlier; "password" - means the word of advice or sign given by Real Image to the subscriber that will entitle the subscriber to gain access to Real Image in terms hereof; "subscription" - means any amount payable to Real Image as stated in this agreement and, where applicable, includes the monthly connection fee, usage fees, any interest outstanding, all current amounts due and amounts that must still become due.

SUBSCRIPTON AGREEMENT

Real Image, with effect from the effective date, hereby grants to the subscriber the use and enjoyment of its computer network to gain entry to the Internet ("access") on the terms and conditions set out herein.
The subscriber hereby acknowledges receipt of such access and agrees:
- That the log-on ID and password will be used for his/her personal use only
- Not to give or make available in anyway his/her personal log-on ID and password to any other person for such person's use ("unauthorised use") and undertakes to maintain the confidentiality of such log-on ID and password; In the event that any unauthorised usage takes place; agrees to pay immediately, on demand made by Real Image, all such costs involved in the use of such subscriber's log-on ID and password;

SYSTEM AVAILABILITY

Real Image shall use reasonable endeavours to keep the system available at all times, however, the subscriber agrees that Real Image shall not be liable to the subscriber or any other person or entity whatsoever in respect of (and the subscriber or any such person or entity shall have no claim against Real Image and the subscriber hereby indemnifies and holds Real Image free from liability in respect of) any loss or damage: caused by or arising from any fact or circumstances beyond the reasonable control of Real Image; or if such loss or damage is consequential or incidental loss or damage; or which is as a result of any downtime, outage, interruption in or unavailability of the system attributable to any cause whatsoever, including but not limited to: repairs and maintenance, any breakdown of whatsoever nature and howsoever arising in any of the services provided by SPTC (including, but not limited to, line failure) as well as by any other external communications networks and by networks of Internet service providers other than Real Image. Real Image shall use its best endeavours to notify the client of any maintenance and repairs which may result in the system being unavailable but does not warrant that notice shall be given to the client prior to such maintenance and repairs being undertaken.
Without limiting the generality of the above the subscriber indemnifies and holds Real Image harmless against any and all losses, injury, damage, penalties or claims of whatever nature and howsoever arising from or in connection with the service hereby made available by Real Image.

PAYMENT OF CHARGES

The subscriber shall pay the subscription, charges and change rates as set out in the standard price list applicable as at the effective date and subject to any increases or decreases as allowed below.
The subscriber shall be invoiced for the subscription fees as set out in the price list in advance at the beginning of the selected payment option.
In the event that the subscriber fails to pay any amount, which may become due by the subscriber to Real Image in terms hereof on the due date for such payment, then, without prejudice to any of the rights granted to Real Image in terms hereof:
Any such amount not paid on due date shall bear interest at the rate of 2% above the prime overdraft rate, calculated daily in advance as from the due date (both dates inclusive);
Real Image shall be entitled to take all such further steps, without notice, as may be necessary to recover such monies from the subscriber, and/or to suspend the services to the subscriber until such time that the subscriber has fulfilled his/her obligations in terms hereof, or to terminate this agreement. The subscriber agrees that he/she shall pay all costs associated with the recovery of monies including legal fees on an attorney and client basis.
Rates are due to change without notice, although Real Image shall endeavour to give the subscriber timely notification of any increase or decrease in the rates set out in its standard price list should Real Image in its sole discretion elect to increase or decrease such rates, and the subscriber shall be bound to such adjustments.
The subscription charges set out herein and all other payments due in terms hereof shall be paid free of exchange and without deductions or set-off by way of a direct debit order (drawn against the subscriber's nominated current banking account) in favour of Real Image's bankers, or in such other manner as Real Image May from time to time determine and at such address as Real Image may elect.
The subscriber shall sign all such forms and do all such things as may be necessary to give effect to the foregoing.
The subscriber shall not be entitled during the currency of this agreement to withhold payment of any amount by reason of any alleged breach by Real Image. In addition the subscriber shall not be entitled to any setoff, discount, refund or other credit in respect of any unavailability of the service.

SECURITY

In order to ensure the security and reliable operation of the system to all subscribers, Real Image hereby reserves the right to take whatever action Real Image finds necessary to preserve the security and reliability of the system.
The subscriber acknowledges that he/she is prohibited from utilising Real Image services to compromise the security or tamper with system resources or account(s) on computer(s) at Real Image, or at any other site.

INDEMNITY

The subscriber hereby indemnifies and holds Real Image and any other person free from liability for loss or damage of whatever nature and howsoever arising from the subscriber's use of the service and /or failure to perform its obligations in terms of this agreement, including but not limited to its failure to comply with the above guidelines, and with any other requirements of Real Image as may be imposed from time to time.

BREACH

Should the subscriber be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then Real Image shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that its that it may have in law, including the right to claim damages, without notice, to do the following:
- Claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
- Immediately suspend the services provided for in this agreement until such time that all such outstanding amounts have been paid; and/or
- Immediately terminate this agreement, retain all monies already paid by the subscriber and to recover all legal costs, including costs on the attorney and client scale.

CESSION AND DELEGATION

The subscriber shall not cede any of his/her rights nor delegate any of his/her obligations hereunder.
Real Image shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any or its rights or obligations under this agreement.

JURISDICTON

The subscriber hereby irrevocably consents to the jurisdiction of the Magistrate's Court in the Kingdom of Swaziland in respect of any proceedings that may be initiated by Real Image arising out of this agreement, provided that Real Image shall be entitled, in its sole discretion, to institute such proceedings in the High Court of Swaziland and, in such event, the subscriber consents to the jurisdiction of the said court.

TERMINATION OF AGREEMENT

The agreement can be terminated upon prior written notice of 1 calendar month by either party. Termination will not result in any refund by Real Image of pre-payments made to Real Image. On account of termination, no refund will be made and outstanding balances remain valid and have to be settled within 30 days of termination.

GENERAL

The parties acknowledge and agree that this agreement sets out the whole of the agreement between them and that there are no other agreements, guarantees or representations, either verbal or in written, in regard thereto upon which any party is relying in concluding this agreement.
No variation of this agreement shall be binding unless recorded in writing and signed by the parties.
The subscriber agrees that by furnishing his/her bank details, he/she consents to Real Image deducting the amount of his/her subscription and other charges from the account specified.