

12 Month Web Combo Agreement

Entered into by

**Alexander Miller CC
T/A
Imagnet**

Registration No: CK9741251/23
(from here on referred to as “Imagnet”)

Represented by:
at the following physical address:

**16A Henry Street,
Grahamstown 6139**

and at the following email address:
info@imagnet.co.za

and

Name/Company Name:

Registration/ID Number:
(from here on referred to as the “Customer”)

Represented by:
at the following physical address:

.....
.....
.....

and at the following email address:

.....

(from here on jointly referred to as “the parties”).

Considering that the Customer wants to rent Service(s) from Imaginet;

And considering that Imaginet is willing to provide those Service(s) according to the conditions set out in this Agreement;

The parties agree to the following:

1. Provision of Service

Imaginet will provide and maintain the Service as set out in Annexure A attached to this Agreement, from here on referred to as the "Service(s)".

2. Term

2.1. The parties agree that the Service(s) will be provided over a twelve (12) month period (referred to as the "Initial Period") from the date of commission. After the Initial Period, this Agreement will automatically be terminated and the services will revert to a relevant hosting package as provided by Imaginet.

2.2. This Agreement takes effect on the date that the signed agreement is received by Imaginet (referred to as the "Effective Date").

3. Conditions

3.1. The Customer agrees to read and abide by Imaginet's Acceptable Use Policy (AUP), which will be considered as an Annex to and a part of this Agreement. The AUP can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail. The Customer understands and accepts that the AUP may change from time to time, without notice, and that it is his/her responsibility to regularly check for updates.

3.2. The Customer agrees to follow the Terms and Conditions set out in Imaginet's Service Agreement, which will be considered as an Annex to and a part of this Agreement. The Service Agreement can be found on Imaginet's website at <http://www.imaginet.co.za>, or requested by letter or e-mail.

3.3. The Customer understands that the rented Service(s) are given on an 'as is, as available' basis, and that Imaginet does not guarantee the availability of the Service(s).

4. Services

4.1. Imaginet will provide the Customer with services as chosen by the Customer in Annexure A of this agreement. These services will include:

4.1.1. Domain Registration

4.1.2. Hosting and Email Traffic

4.1.3. Disk Storage

4.1.4. Web Design

4.1.5. Social Media Start-up and/or Social Media Maintenance and/or Search Engine Optimisation services.

4.2. The Service(s) provided will be restricted as follows:

4.2.1. Domain Registration

- 4.2.1.1. Imaginet will provide a .co.za or international domain registration according to the services as chosen by the Customer in Annexure A of this agreement and to a maximum value of R121.93 (ex. VAT). Should the Customer wish to choose another domain extension, he/she will remain liable for the full domain registration charge and no credit will be provided for the unregistered .co.za or international domain.
- 4.2.1.2. The Customer understands that only the domain registration is provided by Imaginet and that he/she will be responsible for future renewal charges.

4.2.2. Hosting and Email Traffic

- 4.2.2.1. Imaginet will provide a hosting package which will include unlimited hosting traffic on a Linux server and unlimited email traffic.
- 4.2.2.2. Though email traffic is unlimited, the following restrictions will apply to email addresses:
 - 4.2.2.2.1. The number of addresses provided will be determined by the services chosen by the Customer in Annexure A of this agreement.
 - 4.2.2.2.2. The number of emails sent will not be limited to one thousand (1000) messages per hour.
- 4.2.2.3. The Customer will not have access to FTP details, nor will they have direct access to website content, for the duration of this contract.

4.2.3. Disk Storage

- 4.2.3.1. Imaginet will provide disk storage as required for maintaining the Customer's website. Such storage space will not be unlimited, and recommendations for the size of the website and the relevant service associated with it will be provided upon commission of services.
- 4.2.3.2. Should the Customer's disk storage requirements increase beyond the limit associated with his/her service, an upgrade or alternate solution will be recommended.

4.2.4. Website Design

- 4.2.4.1. Imaginet will provide the Customer with a telephonic consultation prior to commission of services. This consultation will serve as the basis for commission website design and a recommendation for services will be provided together with a quotation according to the Customer's website requirements.

- 4.2.4.2. Design will commence after receipt of this agreement and upon receipt of all relevant text and images by Imaginet’s Development Team. All content must be submitted together with this agreement which will need to be signed, initialled and completed as necessary.
- 4.2.4.2.1. Should the Customer not have an existing account with Imaginet, a completed application form will also need to be submitted prior to design commencing.
- 4.2.4.3. Design will be completed within fourteen (14) working days of receipt of documents.

5. Termination of Agreement

- 5.1. This agreement will automatically terminate after twelve (12) months.
- 5.2. The Customer will be contacted one (1) calendar month prior to the agreement’s termination and will discuss the options that the client will have in relation to services provided. These will include:
 - 5.2.1. Renewal of contract and redesign of the relevant website
 - 5.2.2. Termination of contract and continuation of domain renewal and unlimited hosting services with Imaginet.
 - 5.2.3. Termination of contract and termination of services with Imaginet.
- 5.3. Should the Customer wish to terminate his/her services with Imaginet after the Initial Period has expired, migration of content will be accepted as necessary and with the express consent of the Customer.

6. Cancellation of Agreement

- 6.1. Should the Customer wish to terminate his/her services with Imaginet prior to the Initial Period expiring, he/she will be liable for any outstanding Website Design fees up to a maximum of R2160.00 (ex. VAT). All monthly payments that have been received prior to cancellation will be deducted from the value of the Website Design fee.
- 6.2. Upon receipt of payment for outstanding balances as detailed in clause 6.1 above, transfer of the relevant domain name and content will be permitted.

7. Domicilium Citandi et Executandi

- 7.1. The parties accept that the addresses set out on the opening page of this Agreement will be the address or “*domicilium*”, where documents related to this Agreement can be delivered and where any legal processes can be served.
- 7.2. The Customer understands that communication delivered to such addresses will be considered received, unless proven otherwise.
- 7.3. Either of the parties can change their domicilium to another physical address, as long as that party informs the other of the change by giving fourteen (14) days' written notice.

8. Assignment

The Customer may not sell, assign, cede or transfer this Agreement, any part of it or any rights given in it to another person without first getting Imaginet's written consent, which Imaginet won't unreasonably withhold.

9. No Waiver

If either party fails to exercise any rights under this Agreement in any instance, the failure will not mean that the right is waived in other instances. If such a party waives any obligation of this Agreement, it does not mean that other obligations will be waived. A change of any provision in this Agreement will not mean that other obligations are waived.

10. Severability

If for any reason an appropriate court finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced as far as possible to reflect the intention of the parties, and the rest of this Agreement will not be affected.

11. Force Majeure

Neither party will be responsible for any failure to perform their obligations if the failure results from any act of God or other cause beyond their reasonable control.

12. Applicable Law

The terms and conditions of this Agreement and the Annexures attached to it, will comply with the laws of the Republic of South Africa.

13. Entire Agreement

This Agreement makes up the entire Agreement between the parties and replaces any previous written or oral Agreement or understanding regarding the content found here. No interpretation, amendment, or change to this Agreement will apply unless it is written and signed by both parties.

By initialling each page and signing below the parties have agreed that this Agreement will be carried out by and through their authorised representatives.

Customer representative

Date

Imaginet representative

Date

Annexure A

Please Note:

1. Contracts will not be accepted unless they are accompanied by a copy of the Customer's I.D. or Passport.
2. There must be one tick for each "Block".

Service(s) Applied for:

Web Combo Packages

Tick	Package	Domain Registration	Emails	Disk Space	Template Types	Add-Ons	Monthly
	Web Combo Small	Co.za	50	500MB	WordPress	Social Media Startup	R 299.00
	Web Combo Medium	Co.za	100	1GB	WordPress or Joomla	Social Media Startup and Management	R 399.00
	Web Combo Large	.co.za, .com, .net, .org, .biz, .info	200	2GB	WordPress or Joomla	Social Media Startup and SEO Optimisation	R 599.00

Note: All prices include VAT @ 14%.

Customer representative

Date

Imagnet representative

Date