



# WebSpace Hosting application form

Namibeye cc - 57 Springbok Str, Windhoek - Tel: 222335 - Fax: 222605 - P.O. Box: 6484, Windhoek - contact@namibeye.com

**Choose your desired Webspace product, not sure? Give us a call!**

<b>Basic Webspace account 1GB webspace</b> 1.5Gb transfer limit SA or 20GB DE. 0.25 cent per extra mb over Limit. Full FTP access. Control Panel. Management Console. 25 PoP email accounts Website visitor statistics report. 30 day money back guarantee. 99.9% uptime. Instant account activation. Free telephone and email support. Full FAQ section. Daily Backups. 100Mbit backbone. UPS and Diesel backup generator. Web based email. Anti virus scanning. Anti spam support. PHP support. 1 MySQL Database	<input type="checkbox"/> <b>N\$99 Monthly</b>	<b>Setup fee (once off) NAD 199.00</b> includes registration/transfer for one .com or .net domain of your choice <i>refer below for .com.na info*</i>
--	---	---

<b>Standard Webspace account 2GBwebspace</b> 2.5Gb transfer limit SA or 40GB DE. 0.25 cent per extra mb over Limit. Full FTP access. Control Panel. Management Console. 50 PoP email account: Website visitor statistics report. 30 day money back guarantee. 99.9% uptime. Instant account activation. Free telephone and email support. Full FAQ section. Daily Backups. 100Mbit backbone. UPS and Diesel backup generator. Web based email. Anti virus scanning. Anti spam support. PHP support. 2 Mysql Database. Front Page extensions	<input type="checkbox"/> <b>N\$149 Monthly</b>	<b>Setup fee (once off) NAD 199.00</b> includes registration/transfer for one .com or .net domain of your choice <i>refer below for .com.na info*</i>
---	--	---

<b>Advanced Webspace account 3GB webspace</b> 3.4Gb transfer limit SA or 60GB DE. 0.25 cent per extra mb over Limit. Full FTP access. Control Panel. Management Console. 100 PoP email account Website visitor statistics report. 30 day money back guarantee. 99.9% uptime. Instant account activation. Free telephone and email support. Full FAQ section. Daily Backups. 100Mbit backbone. UPS and Diesel backup generator. Web based email. Anti virus scanning. Anti spam support. PHP support. 3 Mysql Database. Front Page extensions. Custom CGI scripts.	<input type="checkbox"/> <b>N\$279 Monthly</b>	<b>Setup fee (once off) NAD 199.00</b> includes registration/transfer for one .com or .net domain of your choice <i>refer below for .com.na info*</i>
---	--	---

<b>Master Webspace account 4GB webspace</b> 5Gb transfer limit SA or 100GB DE. 0.25 cent per extra mb over Limit. Full FTP access. Control Panel. Management Console. 500 PoP email account: Website visitor statistics report. 30 day money back guarantee. 99.9% uptime. Instant account activation. Free telephone and email support. Full FAQ section. Daily Backups. 100Mbit backbone. UPS and Diesel backup generator. Web based email. Anti virus scanning. Anti spam support. PHP support. 5 Mysql Database. Front Page extensions. Custom CGI scripts. C and C++ support. GCC support.	<input type="checkbox"/> <b>N\$439 Monthly</b>	<b>Setup fee (once off) NAD 199.00</b> includes registration/transfer for one .com or .net domain of your choice <i>refer below for .com.na info*</i>
--	--	---

*\*.com.na registrations are an additional 249.00 tadditional to the setup fee, with a yearly renewal of 450.00 per year. Please visit <http://www.namibian-domains.com> for full price info.*

*All prices include VAT. We prefer debit order; manual monthly payments are subject to an additional 5% handling fee. Setup fee will be debited together with the first months debit order.*

*YEARLY PAYMENTS IN ADVANCE FOR THE ENTIRE YEAR OF HOSTING ENJOY 1 (ONE) month free hosting! Contact us for more details!*

*Domain Name registration normally takes 24 hours. Domain name transfers may take up to 7 working days.*

**Just fill in the simple form below and you're done!**

Company Name:	Payment method: <input type="checkbox"/> yearly <input type="checkbox"/> monthly
Contact Name:	Bank name:
Physical Address:	Account Number:
Postal address:	Branch Number:
City:	ID number:
Telephone Number:	Domain name:
Fax Number:	Domain 2:
Cellphone Number:	Date Signed:
Email:	<b>Client Signature:</b>

**Please read our terms and conditions, they are there to protect you and us!**

Please attach a copy of a cancelled cheque or debit card and a copy of your ID to this application in order to ensure quick service

Setup fee will form part of your first debit order if not settled together with this application.

Our bank details are as follows: Nedbank Acc Name: NamibEYE cc Acc Nr: 11000107648 Branch Code: 461629

Once installation is successful we will debit your account for the product chosen above at the end of each month in advance for the next month.

By signing this application you agree that namibeye will debit your account for the product chosen and its applicable setup fee.

By signing this application you hereby guarantee that you have full signing power on the above mentioned bank account and that all information given is true and correct.

By signing this application you agree to the terms and conditions as laid out on the reverse of this page.

**The stuff we need to do!**

Amount to be paid once off:		Please add comments or special instructions to this field.
Amount to be debited monthly:		
Effective date of first debit order:		
Signature of Client is present? ( )yes ( )no	Are all details provided correct and approved? ( ) yes ( ) no	Date: _____ Place: _____
Has the form been submitted to the system? ( )yes ( )no		
Signature of NamibEYE or representative:		
Name of NamibEYE representative:		

**Thank you for your time! Now lets get you online!**

#### **General Terms and Conditions**

NamibEYE is a Web Presence Provider. Clients using our services are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your placement of information on our Servers is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on NamibEYE servers.

NamibEYE services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to NamibEYE, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

#### **While using the service, you may not:**

Restrict or inhibit any other user from using and enjoying the Internet;

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any national or international law, including without limitation laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material);

#### **Usage charges will be calculated in accordance with the Rate Schedule.**

The charge for the subscriber's entitlement to use the service on a monthly basis is a monthly fee, which is payable monthly in advance by the subscriber to NamibEYE. A valid debit order must be submitted to NamibEYE within 7 days of placing the order.

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 NamibEYE within 21 days of placing the order. Should the client decide to cancel the subscription a refund will be made to the client on a pro rata amount basis for time not used.

NamibEYE reserves the right to adjust service charges at their sole discretion.

It is the policy of NamibEYE to provide subscription only on the basis of a debit order on a bank account.

A rejected debit order will accrue an additional handling fee of N\$40 to the outstanding amount.

#### **TERMINATION**

The agreement shall continue indefinitely and shall be terminable on the expiry of one calendar months written notice given by either party to the other.

#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless NamibEYE from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, NamibEYE, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

#### **REFUSAL OR DISCONTINUANCE OF SERVICE**

NamibEYE reserves the right to refuse or discontinue service to anyone at NamibEYE sole discretion. NamibEYE may deny you access to all or part of the service without notice if you engage in any conduct or activities that NamibEYE in its sole discretion believes violates any of the terms and conditions in this agreement. NamibEYE shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that NamibEYE has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. NamibEYE reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

#### **NO WARRANTIES**

NamibEYE makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by NamibEYE or its agents or employees shall create a warranty. NamibEYE provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall NamibEYE be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with NamibEYE service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on NamibEYE servers that such information becomes available to all Internet users and that NamibEYE has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of NamibEYE servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through NamibEYE or on the Internet generally.

#### **IDENTIFICATION INFORMATION**

You agree, as the person legally responsible for use of this account, to supply NamibEYE with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorised user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

#### **NO INTERFERENCE WITH OPERATION OF SYSTEM**

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by NamibEYE, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at NamibEYE. You agree to abide by any and all future NamibEYE policy decisions.

#### **SECURITY**

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify NamibEYE immediately in writing by registered mail, return receipted, to NamibEYE, P.O. Box 6484, Windhoek, Namibia. You shall be held fully responsible for any misuse or compromise to your account for which NamibEYE is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, NamibEYE has the right to suspend access to the account pending an investigation and resolution. You also agree that NamibEYE has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

#### **BACKUP OF DATA**

Your use of the service is at your sole risk. NamibEYE is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Hetzner Africa servers.

---

Client Signature