



HANDMADE CONNECTIONS

(REG NO. CK99/42188/23) (VAT NO. 4630183954)

Thank you for choosing HandMade Connections.
Please take the time to complete the following application form in its entirety, initial on the bottom of each page, sign and fax it to our offices at (044) 874 2519.
Please feel free to contact us on (044) 874 2586 should you require any assistance

As the application form is a legal and binding contract/document it is important that all information be supplied correctly, and that you take note of and agree to the terms and conditions.

Hand Made Connections reserves the right to do a credit check.

33 Hibernia Street, George
P O Box 10420, George, 6530
Tel: (044) 874-2586, Fax: (044) 874-2519

Web: www.gardenroute.com
Accounts: accounts@gardenroute.com
Support: helpdesk@gardenroute.com
Administration: admin@gardenroute.com



**HANDMADE
CONNECTIONS**

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Tel: (044) 874-2586

Fax: (044) 874-2519

e-Mail: info@handmade.co.za

Web: www.gardenroute.com

ADSL APPLICATION FORM

Please note: A Telkom ADSL Line is required for this Services.

CUSTOMER INFORMATION

Account Number Dealer ID
Customer Name * Dealer Name

Please Note: If Customer is natural person, please provide full names. If customer is a juristic person, then provide complete name e.g. ABC (Pty) Ltd

Trading Name (if applicable)

Registration No./ID no.*

VAT No.

Customer Address Details:

Main Place of Business: * **Postal Address:**

Address1	<input type="text"/>	Address1	<input type="text"/>
Address2	<input type="text"/>	Address2	<input type="text"/>
Address3	<input type="text"/>	Address3	<input type="text"/>
City / Town	<input type="text"/>	City / Town	<input type="text"/>
Postal Code	<input type="text"/>	Postal Code	<input type="text"/>

Telephone* Fax Cellular Number

E-mail Address:

*Information is compulsory for the purposes of the Regulation of Interception of Communications and Provision of Communication- Related Information Act 70 of 2002

MONTHLY OR ANNUAL PAYMENT DETAILS

Payment by Cheque Payment by Debit Order EFT Payment Current Account

DATE SERVICE WILL START

Service Commencement Date:

Year:	<input type="text"/>	Month:	<input type="text"/>	Day:	<input type="text"/>
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Please note: Due to the type of service **a full monthly payment is payable, regardless of starting date.**
No exceptions or pro-rata structures apply.

Customer Initials _____

SERVICES SELECTION / INFORMATION /CONDITION REQUIREMENTS

ADSL ACCOUNTS

Code:	Services Description	Qty	Service Fees: Once Off	Service Fees Monthly
DSL1GB	ADSL – 1GB			
DSLXGB	Additional GB			
DSLUC512	ADSL – 512K Uncapped			
DSLUC1024	ADSL – 1024K Uncapped			

ACKNOWLEDGEMENT AND AGREEMENT

Customer by its signature below:

1. authorizes Hand Made Connections cc to use the information provided in this application form as it may be amended from time to time, to assess Customer's risk profile to consider and approve this application or to assess it from time to time whilst the Agreement is in force
2. agrees to supply the relevant information* and documentation**, as required by the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002, as amended or as replaced
3. Acknowledges that the General Terms, Use Policies and/or relevant Product Terms may be amended by Hand Made Connections cc from time to time in terms of the provisions of the General Terms.
4. acknowledges and agrees that he/she/t has read the Agreement and agrees to be bound by it

Signed at _____ on this _____ day of _____

Signature: _____
(who warrants his/her authority)

Full Names: _____

Capacity: _____

* Provision of the information marked as such in this application form is compulsory for the purposes of the Regulation of interception of Communications and Provision of Communication- Related Information Act 70 of 2002 processing of the application.

** Documentation required:

1. If Customer is a natural person a copy of his/her identification document on which his/her photo, full names and identity number appear is required.
2. If Customer is a juristic person:
 - (a) a copy of the identification document of the person representing Customer on which his/her photo, full names and identity number appear is required
 - (b) a copy of the business letterhead or other similar document of Customer

Customer Initials _____



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admin@gardenroute.com
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BANK DEBIT ORDER INSTRUCTION/CREDIT CARD AUTHORITY

Name (Debtor) : _____ Co. VAT Reg. No.: _____
Address : _____ Date : _____
Account No. (url) : _____
Debit Amount : _____

Dear Sirs/Madams
The details of my/our account are as follows:

BANK : _____ CARDHOLDERS NAME : _____
BRANCH TOWN : _____ CARD NUMBER : _____
BRANCH NO. : _____ EXPIRY DATE : _____
ACCOUNT NAME. : _____ CVV NUMBER : _____
ACCOUNT NO.: _____ (three digit number on back of card)
TYPE OF A/C : _____ CARD TYPE : _____
(savings, current, transmission) (master card, visa)

I/we hereby request and authorize you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum of _____ (state amount in words) or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly due to you in respect of our purchases/contract/agreement dated _____/_____/_____.

All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

I/we the undersigned, "instruct" and authorize your agent Netcash (Pty) Ltd, to draw against my/our account. I/we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement.

I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.

Assignment:

I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights to any third party without my/our written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed _____ on this _____ day of _____ 20

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Terms and Conditions of Use

HandMade Connections cc is a privately owned close corporation of South Africa.

By using our services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. HandMade Connections cc reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Illegal Use

HandMade Connections cc's servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "WareZ Sites", "Irc Bots", "Mp3" etc.

We will be the sole arbiters as to what constitutes a violation of this provision.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

Tortious Conduct

No one shall post defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Spamming

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

It is contrary to HandMade Connections cc's policy for customers to use our servers to effect or participate in any of the following activities:

- To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a HandMade Connections cc provided server, or using a HandMade Connections cc provided server as a maildrop for responses;
- To falsify user information provided to HandMade Connections cc or to other users of the service in connection with use of a HandMade Connections cc service.

When HandMade Connections cc becomes aware of an alleged violation, HandMade Connections cc will initiate an investigation (within 24-48 hours). During the investigation HandMade Connections cc may restrict Customer's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, HandMade Connections cc may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, HandMade Connections cc reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offence, HandMade Connections cc will notify the appropriate law enforcement department of such violation.

HandMade Connections cc does not issue service credits for any outages incurred through service disablement resulting from Policy violations. The Customer shall be held liable for any and all costs incurred by HandMade Connections cc as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of R1500 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of R3500 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that HandMade Connections cc personnel must spend to investigate any violations.

Modification

HandMade Connections cc reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

Reporting Network Abuse

Any party seeking to report violations of HandMade Connections cc's policy may contact the following e-mail: abuse@gardenroute.com

Customer Initials _____

CUSTOMER SERVICE AGREEMENT

This is an agreement between you and HandMade Connections cc regarding your use of HandMade Connections cc's computers, interactive information, communication and server management service. This Agreement sets out the terms and conditions under which HandMade Connections cc makes services available to individual consumers or small businesses with regard to HandMade Connection cc's web hosting or similar services. Under this Agreement, you must comply with HandMade Connections cc's current Terms and Conditions as updated from time to time by HandMade Connections cc .

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. HandMade Connections cc will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require notification of non-renewal with at least 30 days notice but not more than 60 days prior to the renewal date. You must have all account information to cancel and send your notification via email to accounts@gardenroute.com. If you do not provide this notice, you will be charged for the next terms rate. There are no refunds on a la carte services.
2. HandMade Connections cc's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. HandMade Connections cc expressly disclaims any representation or warranty that the HandMade Connections cc services will be error-free, secure or uninterrupted. No oral advice or written information given by HandMade Connections cc, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.
3. The Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by HandMade Connections cc , with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of HandMade Connections cc based upon the severity of the violation. HandMade Connections cc reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of HandMade Connections cc's current Terms and Conditions plus Hosting Policy, in the sole and absolute opinion of HandMade Connections cc. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless HandMade Connections cc from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by HandMade Connections cc , (collectively, Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.
4. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that HandMade Connections cc reserves the right to change the specified rates and charges from time to time.
5. The Account Holder agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups. HandMade Connections cc will not change passwords to any account without proof of identification, which is satisfactory to HandMade Connections cc, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that HandMade Connections cc will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will HandMade Connections cc be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless HandMade Connections cc from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.
6. The Account Holder agrees not to harm HandMade Connections cc, its reputation, computer systems, programming and/or other persons using HandMade Connections cc's services. HandMade Connections cc reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by HandMade Connections cc are provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate the applicable website. HandMade Connections cc will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then HandMade Connections cc has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless HandMade Connections cc and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by HandMade Connections cc. The terms of this Section will survive any termination of this Agreement.
7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of HandMade Connections cc.
8. If the Account Holder sells or resells advertising or web space to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. HandMade Connections cc has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the current HandMade Connections cc Terms and Conditions plus Hosting Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by HandMade Connections cc, HandMade Connections cc may terminate the services being provided to the Account Holder.
9. HandMade Connections cc will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall HandMade Connections cc be liable to the Account Holder for any damages resulting from or related to any failure or delay of HandMade Connections cc in providing access to the Internet under this Agreement. In no event shall HandMade Connections cc be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of HandMade Connections cc under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.

Customer Initials _____

10. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A HandMade Connections cc account may not be transferred without prior written approval from HandMade Connections cc. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of HandMade Connections cc services, including any damages resulting there from, until the Account Holder notifies HandMade Connections cc's customer service.

11. If HandMade Connections cc assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the HandMade Connections cc services, the right to use that Internet Protocol address will remain with and belong only to HandMade Connections cc, and the Account Holder will have no right to use that Internet Protocol address except as allowed by HandMade Connections cc in its sole and absolute discretion.

12. This Agreement constitutes the entire agreement between the Account Holder and HandMade Connections cc with respect to the HandMade Connections cc services and supersedes all prior agreements between the Account Holder and HandMade Connections cc. HandMade Connections cc's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

13. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

14. The Account Holder agrees to indemnify and hold HandMade Connections cc harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and HandMade Connections cc will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

15. HandMade Connections cc may include the Account Holder's name and contact information in directories of HandMade Connections cc's service subscribers for the purpose promoting the use of the services by additional potential clients. However, HandMade Connections cc is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.

16. The interpretation and enforcement of this Agreement shall be governed according to the laws of the Republic of South Africa (excluding its choice of law rules). The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of South Africa for any action arising out of or relating to the Account Holder's use of the HandMade Connections cc services. The federal and provincial courts of South Africa will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

17. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

18. Because the Internet is a global communication tool, and we have clients from nearly every country in the world it is difficult to dictate what is considered "adult material." However, it is not our function to discriminate against those who choose to utilize adult content or adult related material. This being said, there are still several reasons why HandMade Connections cc has been forced to create its no adult sites policy for its virtual server users.

19. Once your account has exceeded its allotted resource limits (such as, but not limited to bandwidth or disk space) additional fee's will be applied. Full responsibility for any excess resources generated by an account is assumed by the account holder. Temporary closure of accounts after resource exhaustion will not be applied automatically unless specified by the account holder.
NB: please view our 'hosting package' pages within our website for current pricing and general information regarding this.

20. If an account holder's account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 5% per month until the outstanding balance is paid in full.

21. All invoices issued are C.O.D. Cost against rejected debit orders, returned cheques or rejected credit card charges will be added to the Account Holder's account.

22. If an account holder's account is overdue for 90 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a R200 collection fee added to the balance previously due.

23. All accounts are subject to verification.

24. You agree that HandMade Connections cc may establish limits concerning use of any service offered on any HandMade Connections cc web site, including without limitation the maximum number of days that e-mail messages will be retained by any HandMade Connections cc service, the maximum number of e-mail messages that may be sent from or received by an account on any HandMade Connections cc service, the maximum size of an e-mail message that may be sent from or received by an account on any HandMade Connections cc service, the maximum disk space that will be allotted on HandMade Connections cc's servers on your behalf either cumulatively or for any particular service. You agree that HandMade Connections cc has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any HandMade Connections cc service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any HandMade Connections cc service may change at any time.

Customer Initials _____

25. In the event of 30 days of non-payment, you agree to HandMade Connections cc's right to place a "non-payment" page on your domain. Furthermore you agree that DNS of your domain will remain unchanged until full payment for the outstanding balance on your account has been received by HandMade Connections cc.

26. HandMade Connections cc may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

27. The responsibility of all passwords and other related sensitive information is assumed by the account holder, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on HandMade Connections cc .

Customer Initials _____