

**WEB LINE TECHNOLOGIES CC
TERMS AND CONDITIONS**

PART 1 : DEBIT ORDER AGREEMENT

1. BANK DEBIT ORDER INSTRUCTION AGREEMENT FORM

1.1 In this Agreement unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:

1.2 "activation" means the enabling of the service on the designated system by Web Line Technologies cc to enable the client to operate the solution in terms of this Agreement;

1.3 "Agreement" means the Schedule and these terms and conditions in Part 1;

1.4 "Web Line Technologies cc" shall mean Web Line Technologies cc, Registration Number 2009/019500/23 a in terms of the laws of the Republic of South Africa;

1.5 Web Line Technologies's cc premises" means the offices of Web Line Technologies cc, 154 Columbine Avenue, Mondeor, 2091

1.6 "Web Line Technologies cc" means any solution including value added services, made accessible to the Client by Web Line Technologies cc in terms of this Agreement;

1.7 "package option" means any one of the tariff plans under which Web Line Technologies cc services are made accessible to Client which tariff plans are set out in the price list and vary according to the rate of usage charges, value added services included and other variables determined by Web Line Technologies cc from time to time, but subject to the requirements, conditions and/or approvals of the regulatory authority, where applicable;

1.8 "price list" means the schedule on which the charges levied by Web Line Technologies cc as approved are recorded as amended from time to time which price list is available on request.

1.9 "the Schedule" means the order or application form section of this Agreement and to which these terms and conditions are attached or printed overleaf;

1.10 "Client" means that party whose particulars appear on the Schedule;

1.11 "value added services" means the secondary services designated as such by Web Line Technologies CC which are part of our subsidiary company services except that they may be provided only to Clients under certain package options, or may be provided at additional charges and may be introduced or withdrawn by Web Line Technologies CC at its discretion from time to time;

2. COMMENCEMENT AND TERMINATION

2.1 This agreement shall be run on month to month and continue unless the Client gives 30 (Thirty) days written notice of termination.

2.2 Web Line Technologies CC reserves the right to terminate forthwith on written notice to the Client in the event of the bank in terms of which Web Line Technologies CC is authorised and empowered to give the Client access to Web Line Technologies CC services being terminated for whatsoever reason.

2.3 Notwithstanding the use of agents or other intermediaries by Web Line Technologies CC, the order by the Client is an offer made by the Client to Web Line Technologies CC and will be considered once received by Web Line Technologies CC at Web Line Technologies CC's premises. Web Line Technologies CC's acceptance of the offer (if it does accept) shall consist of the activation of the Web Line Technologies CC service as contemplated in and upon which activation this Agreement shall become binding between Web Line Technologies CC and the Client whether or not the Client was notified of the acceptance of the offer. The Client hereby expressly dispenses with notification of acceptance of the offer by Web Line Technologies CC.

3. MYGATE SERVICES

3.1 Web Line Technologies CC shall be responsible for obtaining all necessary debit order mandates as defined by MyGate from each client prior to submitting a debit order submission for the Client. Web Line Technologies CC indemnifies MyGate against any claim or liability suffered by MyGate by reason of such approval not having been obtained. Web Line Technologies CC waives all and any claims against MyGate arising out of the conclusion of this Agreement.

3.2 Web Line Technologies CC hereby warrants and undertakes in favour of MyGate that the Web Line Technologies:

3.2.1 shall adhere to all debit order rules as defined by MyGate, PASA, and Reserve Bank and not use nor allow the MyGate services to be used for any improper or unlawful purposes;

3.2.2 shall adhere to all dispute management process's as defined by MyGate, PASA, and Reserve Bank;

4. CHARGES

4.1 In consideration for the provision of the Web Line Technologies CC services, and any other services supplies by Web Line Technologies CC to the Client, the Client shall effect payment to Web Line Technologies CC of the applicable charges as detailed in the price list, and whether or not Web Line Technologies CC services have been or are being utilised by the Client.

4.2 Web Line Technologies CC may, by written notice to the Client vary future charges either in whole or in part, with effect from the date specified in such notice.

4.3 Web Line Technologies CC may at any time on reasonable written notice to the Client vary its invoicing and payment procedures and requirements.

4.4 In the event that Web Line Technologies CC requires payment for the services provided to the Client to be made by debit order, the Client will commit a breach of this Agreement if the Client :

4.4.1 cancels any such debit orders without the written consent of Web Line Technologies CC;

4.4.2 changes his banking details upon which the debit order relies without giving Web Line Technologies CC prior notification of such change and providing Web Line Technologies CC with the Client's new banking details.

4.5 The Client hereby authorises Web Line Technologies CC to debit any bank account held by the Client between the first and thirty first of the month for the costs owed by the Client in terms of this Agreement.

4.6 The monthly statement ("bill") shall be sent by Web Line Technologies CC to the Client at the address supplied by the Client in the Schedule or in writing to Web Line Technologies CC. It shall be the duty of the Client to check the bill in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of the contents of a bill within thirty days from date thereof the contents shall be deemed as correct.

4.7 In the event that the commencement date of this Agreement falls on a day other than the first day of a calendar month, then the monthly payment shall be drawn on the 1st working day of that month;

5. RD AND CHARGEBACK RESERVE

5.1 Web Line Technologies CC shall be entitled to charge a fee of R55.00 for each RD for the debit order submitted.

5.2 The amount of R55.00 will be drawn by Web Line Technologies CC within the next 7 working days together with the outstanding monthly fee.

6. RD'S (Debit Order) AND CHARGEBACKS (Credit Card)

6.1 The Client is aware that in terms of Web Line Technologies CC's agreement with its banks, payments received by Web Line Technologies CC in respect of a particular debit order or credit card transaction may be reversed by the bank due to unpaid, debit order disputes, incorrect banking detail, credit card holder dispute or any other reversal types and Web Line Technologies CC will be debited by the bank in respect of such amount, which transaction is referred to as RD for debit orders reversals and a Chargeback for credit card reversals.

6.2 In the event of Web Line Technologies CC's bank so reversing a payment and debiting the account of Web Line Technologies cc whether in respect of a disputed or cancelled transaction or for any other reason whatsoever, Web Line Technologies CC shall be entitled to charge a RD amount of R55.00 and resubmit the debit order within the next 7 working days in respect of such a RD or Chargeback.

6.3 Should the amount held by Web Line Technologies CC be insufficient to cover the amount of the RD or chargeback, Web Line Technologies CC shall be entitled in its sole discretion, to debit the account of the Client as referred to in the Client agreement form, with any amount exceeding the amount retained or due to the Client and the Client, by its signature hereto, hereby irrevocably authorises Web Line Technologies CC to so debit its bank account.

6.4 Web Line Technologies CC shall be the sole arbiter in utilising the retained monies and debiting the account of the Client to cover any RD's or Chargeback.

6.5 Should the Client not submit any transactions for a period exceeding two months and should there be any outstanding fees or RD's or Chargeback, the Client, by its signature hereto, hereby irrevocably authorises Web Line Technologies CC to debit its bank account with the outstanding amounts.

7. SUSPENSION

7.1 Web Line Technologies CC may at any time, without notice to the Client and in any manner whatsoever, suspended the Client's access to the Web Line Technologies CC services in the event that :

7.1.1 the Client fails to perform any of his obligations, or breaches any terms of this Agreement;

7.1.2 the Client at any time exceeds the credit limit which Web Line Technologies CC in their absolute discretion shall set and notify the Client of, from time to time.

7.2 Web Line Technologies CC reserve the right to require the Client to effect payment of any applicable reconnection charges pursuant to the restoration of Web Line Technologies CC services suspended in the circumstances.

7.3 In the event that the Client's access to the Web Line Technologies CC services is suspended, the Client shall still be liable for the subscription charges during any such period of suspension.

8. LIMITATION OF LIABILITY

8.1 Without detracting from any of the other provisions of this Agreement, Web Line Technologies CC shall not be liable to the Client for any loss or damage suffered by the Client and whether same is direct or consequential in the event that:

8.2 Web Line Technologies CC fails for any reason whatsoever to supply and/or deliver and/or provide integration of Web Line Technologies CC services on the required date or at all; and/or

8.3 Web Line Technologies CC services are interrupted, suspended or terminated for whatsoever reason; and/or :

8.4 Web Line Technologies CC fails to suspend the provision of the Web Line Technologies CC services to the Client's in terms of any usage agreement between Web Line Technologies CC and the Client or after the Client has specifically requested Web Line Technologies CC to do so in order to limit the usage charges; and/or

8.5 such loss or damage was caused by any negligent act or omission on the part of Web Line Technologies CC, its employees or its agents.

9. INDEMNITY

9.1 Notwithstanding anything to the contrary contained herein, the Client hereby indemnifies Web Line Technologies CC against any and all loss, liability and/or damage of whatsoever kind and howsoever sustained and/or incurred by Web Line Technologies CC as a result of the performance and/or non-performance of any of the Client's duties herein contemplated.

9.2 In addition thereto, the Client indemnifies Web Line Technologies CC against any loss, liability, damage or expense that may be occasioned to Web Line Technologies CC as a result of the breach of any of the representations or undertakings set out in this agreement.

10. BREACH

10.1 In the event that the Client breaches any terms of this Agreement, or any warrant given by it hereunder, or fails to fulfill any obligation resting upon the Client including a failure to pay any amount owing to Web Line Technologies CC on due date, then without prejudice to Web Line Technologies CC other rights in terms of this Agreement or the common law, Web Line Technologies CC may forthwith and without notice to the Client, either terminate this Agreement, or call for specific performance of all the Client's obligations and immediate payment of all sums of money owing by the Client, whether or not then due. Notwithstanding the aforesaid and pending Web Line Technologies CC's election in terms of this clause, Web Line Technologies CC shall not be obliged to perform any of their obligations under this Agreement and the Client shall remain liable for the payment of all amounts owing by the Client in terms of this Agreement, whether or not such amounts are then due.

10.2 Web Line Technologies CC shall be entitled forthwith without notice, to terminate this Agreement in the event that the Client is sequestrated, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsorily.

10.3 Without detracting from any of the other provisions of this clause 6, in the event of a breach of any provisions of this Agreement or the Client prematurely terminating this Agreement and Web Line Technologies CC electing to cancel same, the Client shall be liable to effect payment to Web Line Technologies CC of all the subscription charges which would have been payable to Web Line Technologies CC in respect of the remainder of the period of this Agreement.

10.3 Without detracting from any of the other provisions of this clause 6, in the event of a breach of any provisions of this Agreement or the Client prematurely terminating this Agreement and Web Line Technologies CC electing to cancel same, the Client shall be liable to effect payment to Web Line Technologies CC of all the subscription charges which would have been payable to Web Line Technologies CC in respect of the remainder of the period of this Agreement.

11. ARBITRATION

11.1 Should any dispute arise between Web Line Technologies CC and the Client from the terms of this Agreement

of any suspension or termination thereof such dispute shall be referred to arbitration by an arbitrator by the parties or failing agreement thereon by the President for the time being of the Cape Law Society or its successor whose decision shall be final and binding on the parties. Such arbitration shall be conducted as informally and as inexpensively as possible at any venue in Cape Town selected by the arbitrator and otherwise in accordance with the provisions of the arbitration Act 1965 as amended.

12. GENERAL

12.1 In the event of the Client failing to effect payment of any amounts due in terms of this Agreement on due date, without derogating from Web Line Technologies CC's rights in terms of clause 6, the Client shall be liable to effect payment of interest to Web Line Technologies CC on the amount at the maximum permissible rate from time to time as set forth in the Usury Act as amended or any other applicable legislation.

12.2 All prices and charges in this Agreement and any price list are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Client.

12.3 The rights and obligations of the Client in terms of this Agreement may not be ceded or delegated to any third party. The rights and obligations of Web Line Technologies CC in terms of this Agreement may be ceded and delegated by it to any other party without any written notice to the Client.

12.4 Web Line Technologies CC may change the terms and conditions of this Agreement as a result in changes in tax laws, regulations, the terms and conditions of the licence issued to the bank and the terms and conditions of any agreement between the bank and any other party to this Agreement or circumstances or events similar to the aforesaid. Web Line Technologies CC shall notify the Client of any changes as contemplated herein in writing.

12.5 This document contains the entire agreement between the parties regarding the matters contained herein, and no other warranties, undertakings and/or representations have been made by Web Line Technologies CC or any purported agent of Web Line Technologies CC.

12.6 No indulgence, leniency or extension of time which Web Line Technologies CC may show to the Client shall in any way prejudice Web Line Technologies CC or preclude Web Line Technologies CC from exercising any of its rights in the future.

12.7 This Agreement and all matters or disputes arising here from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

12.8 The Client, by his signature hereto and in terms of the provisions of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, consents to the jurisdiction of the Magistrates' Court in relation to any actions or proceedings instituted against the Client in terms of, or arising out of the provisions of this Agreement, provided that Web Line Technologies CC, in their sole and absolute discretion shall be entitled to institute any such actions or proceedings in any division of the High Court of South Africa possessed of the requisite jurisdiction.

12.9 A certificate under the hand of any manager of Web Line Technologies CC certifying the sum of any amount owing by the Client to Web Line Technologies CC shall be prima facie proof of its contents and sufficient proof for the purposes of enabling Web Line Technologies CC to obtain any judgment or order against the Client.

12.10 If any term, condition, agreement, requirement or provision contained in this Agreement is held by any Court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality or that the provision was contrary to public policy, they would have entered into a contract containing all other terms and conditions set out in this Agreement.

12.11 Each of the parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth in clause 1 and/or the Schedule.

12.12 Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

12.13 No alteration, cancellation or variation which the Client may be entitled to make to the Schedule shall be of any force or effect unless 60 (Sixty) days written notice of such alteration, cancellation or variation is given to Web Line Technologies CC.

12.14 Any notice given and any payment made by a party to the other ("the addressee") which:

12.14.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery provided that if the delivery is effected by or on behalf of the Client at Web Line Technologies CC's domicilium, the presumption shall only apply as regards Web Line Technologies CC if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

12.14.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed unless the contrary is proved by the addressee, to have been received by the addressee, on the 7th (Seventh) day after the date of posting.

12.15 Where, in terms of this Agreement any communication is required to be in writing the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (Forty Eight) hours after the time of transmission.

12.16 In the event of Web Line Technologies CC instituting legal proceedings against the Client to recover amounts due to Web Line Technologies CC or take any other legal steps arising out of this Agreement, the Client shall be liable for all legal costs on the scale as between attorney and own client and/or any collection costs.

12.17 Web Line Technologies CC shall be entitled to charge any banking and/or administration fees in the event of the Client defaulting in its payments or any other of its obligations as set out in this Agreement.

Full Name_____

Signature_____

Date_____