



Terms and Conditions

We don't like small print either, but here it is.

Here's the "small print"!

We dislike 'Terms and Conditions' as much as you do.

Unfortunately they are a reality and a part of business though so we'll try and keep them as straightforward as possible.

The purpose of these terms is to protect both you and us. It's our best attempt to clear up any issues that may cause problems later. If you have any questions regarding these terms please email us at info@geesoftwaresolutions.co.za and we will clarify the situation for you!

We have tried to include everything that we think is appropriate here.

Occasionally there are some things that we add to this terms and conditions.

Please be sure to visit this page on a regular basis if you wish to see the latest Terms and Conditions.

Gee Software Solution only operates month-to-month contracts (cancellable on 30 days' written notice).

Gee Software Solution reserves the right to terminate this Agreement and any service provision to a customer where there is a breach of these Terms of Use but undertakes to act reasonably in doing so.

The customer acknowledges that Gee Software Solution may terminate this agreement with or without written notice and without liability in the event of the termination of its agreement with an upstream licensee relevant to the provision of the any service.

Gee Software Solution accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance of the any service offered.

APPLICATION FOR, USE OF AND SUBSCRIPTION TO THIS SERVICE ARE AT THE SOLE RISK OF THE SUBSCRIBER OR APPLICANT.

Subscribers are solely responsible for all actions authenticated by credentials associated with their account(s).

It is advised that authentication credentials be changed regularly to allay concerns of security.

Gee Software Solution accepts no liability for any loss or damage suffered by Subscribers for any loss or damage suffered by the use of Subscribers' authentication credentials.

Gee Software Solution reserves the right to refuse any service based on network, domain and/or equipment identifiers.

GEE SOFTWARE SOLUTION WILL NOT BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY IN RESPECT OF ALL AND ANY DAMAGES, LOSS, CLAIMS OR COSTS, OF WHATEVER NATURE AND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, SUFFERED BY THE SUBSCRIBER OR THIRD PARTY, HOWSOEVER ARISING.

The subscriber shall be entitled to a credit on the rental amount payable for the service, pro rata to the duration of the interruption if any service has been completely unavailable for a continuous period of at least twenty four (24) hours. The credit shall exclude rental for the twenty four (24) hour period.

The calculation of time periods for the purpose of calculating any service credit shall only commence upon the reporting of any fault to Gee Software Solution Support.

Cancellations will only be accepted from within the Client zone or written notice.

Gee Software Solution requires one calendar month's written notice, which notice will take effect on the first day of the month immediately following the end of the notice period;

Subscribers are required to note that, due to a variety of factors including upstream costs, tariffs and the terms and conditions of upstream providers, these terms and conditions are subject to change. Subscribers agree to check these terms and conditions regularly.

Where changes to tariffs or the terms and conditions of service are made, the subscriber will be deemed to have agreed to the amended tariff or terms and conditions if they continue to use the service. In the event that a subscriber does not agree with any amendment they should cease using the service and contact Gee Software Solution.

Gee Software Solution Domain and Hosting Services Terms of Use

These terms and conditions govern the use of the Gee Software Solution domain registration and hosting services. By contracting with Gee Software Solution for the services you will be lawfully regarded as having agreed to your use of the services specified being governed by this Agreement. The customer or the customer's agent certifies that he/she is above the age of 18 years, has full contractual capacity and is duly authorised by the customer to contract on customer's behalf.

Gee Software Solution registers domains on the Internet through the relevant governing bodies and hosts websites and related material on behalf of customers.

These terms and conditions apply to the use and registration of domain names and the web hosting services offered by Gee Software Solution.

Initial Set-up fees are non-refundable. Domain Name Registration fees constitute a once-off payment subject to certain renewal charges.

A cancellation request in respect of any Domain Registration or Web Hosting service must be completed via the client zone or written notice one calendar month (30 days) before the date of ceasing the service.

Gee Software Solution reserves its rights to change its prices at any time on reasonable notice.

Gee Software Solution reserves the right to stop offering certain web hosting package types if it deems it necessary.

Gee Software Solution will then either provide the web hosting service for the remainder of the time that has been paid for or refund the amount paid for that specific package. The amounts owing for the initial month will be pro-rated from the date of signature to the end of the initial month and shall be added to the first debit at the end of the subsequent month.

Customer shall ensure that there are sufficient funds in the account, details of which have been supplied to Gee Software Solution to cover such amount.

In the event that a debit order amount is recalled due to incorrect information supplied by customer or due to insufficient funds in the customer's bank account the hosting of the website will be immediately suspended.

In the case of a website being suspended due to non-payment a reconnection or admin fee of R200.00 will be payable before the website is unsuspending.

In the case of an annual or biannual web hosting account being terminated by the client before their prepaid hosting term ends there will be a calendar month notice period and a R150 administration fee charged.

Gee Software Solution may record the existence of the customer's account with a Credit Bureau.

Gee Software Solution may record and transmit details of how the customer has performed to a Credit Bureau, and how the account is conducted by the customer in meeting their obligations on the account.

Gee Software Solution has not and does not conduct pre-registration searches in respect of the customer's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name customer/customer about possible conflicting third party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights.

The use or registration of the Domain Name by customer does not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, trade name, company name, close corporation name, copyright nor any other intellectual property right, and that customer has the right to use the Domain Name as requested.

Gee Software Solution cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, customer acknowledges that Gee Software Solution may be presented with evidence that a Domain Name registered by customer violates the rights of a third party. In such instance Gee Software Solution shall be allowed to provide a complainant with customer's name and address and all further communication will exclude Gee Software Solution and Gee Software Solution will have no further obligations to the customer. In such instance customer shall be entitled to continue using the Domain Name registered for customer by Gee Software Solution until a court or other body with jurisdiction directs otherwise.

Gee Software Solution does NOT provide SMTP mail services by default with any hosting packages. These are available on request at an additional charge.

Gee Software Solution reserves the right to suggest suitable alternatives to the customer and / or charge for excessive traffic as it deems necessary at its sole discretion.

Gee Software Solution reserves the right to suggest suitable alternatives to the customer for excessive Web Server Processor usage as it deems necessary at its sole discretion.

Gee Software Solution reserves the right to move a website between web servers and internet backbones, both within South Africa and internationally as it deems necessary. If a

customer moves in excess of 2 GB traffic monthly then the customer will be contacted and various options will be presented.

Gee Software Solution reserves the right (but does not assume any obligation) to inspect the contents of data that the customer transmits, receives or stores with Gee Software Solution to ensure compliance with this Agreement or any applicable laws regulations or codes of practice.

Gee Software Solution will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, dialect, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the Customer's selected domain names/s OR ANY ACTION TAKEN BY GEE SOFTWARE SOLUTION IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The Customer hereby indemnifies and holds harmless Gee Software Solution against any loss whatsoever arising from any dispute or claim or other action occasioned by the Customer's use and registration of its selected Domain Name, even if Gee Software Solution has been advised of the possibility of such damages;

Gee Software Solution will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, dialect or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Neither Gee Software Solution, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Gee Software Solution's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Gee Software Solution Server service, unless otherwise expressly stated in this Agreement. Gee Software Solution expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Gee Software Solution specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Gee Software Solution is not responsible if an external company network and firewall is setup to block access to services Gee Software Solution provides. If a client's network is setup to block certain ports or web addresses that compromise the services Gee Software Solution provides it is the client's responsibility to ensure that their network configurations are changed as necessary.

Gee Software Solution will exercise no control whatsoever over the content of the material hosted on, or the information passing through the Gee Software Solution network and in no way moderates such content.

Customer expressly agrees that use of Gee Software Solution's Server(s) and Services are at customer's sole risk.

Gee Software Solution is not responsible for files and/or 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 the Gee Software Solution web servers, including e-mail, databases and site content.

Individual mail sent to the customer's POP3/IMAP box or forwarded to the customer's existing email address may be limited to 1000KB in size each.

Gee Software Solution reserves the right to refuse domain and hosting services based on network, domain and/or equipment identifiers.

Should customer breach of any of the terms and conditions contained herein, including but not specifically limited to the payment terms, Gee Software Solution has the right (solely at Gee Software Solution's discretion) to immediately demand payment of the full amount owing and demand compliance forthwith with all the terms and conditions, alternatively to terminate the agreement and services forthwith, in either instance without in any way derogating from any common law, contractual and or intellectual rights which Gee Software Solution may have.

Gee Software Solution reserves the right to suspend or terminate the service of any customer that does not comply with the terms and conditions or any other contractual obligations.

Customer confirms that all statements made in this application are true and correct. Gee Software Solution reserves the right to request proof thereof.

Any disputes arising in relation to this application or the supporting documents shall be governed by the applicable laws of the Republic of South Africa. .

Any form of abuse of Gee Software Solution staff will result in suspension or termination of your services, irrespective of the form and medium of this abuse.

In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Gee Software Solution reserves the right to remove any content hosted by that member which it considers illegal or for which it has received a take-down notice.

Gee Software Solution Web development Terms of Use

In addition to the above the following terms and conditions apply:

On approval of a quote you are accepting all terms and conditions.

Any variations from the package structures or quoted project will incur additional charges.

50% of the development total is to be paid on approval of the quote as a deposit.

Deposits are no-refundable once development commences.

The balance must be paid on completion of the project.

No development will be published live or delivered to you until the relevant balance of payment has been received and your acceptance has been recorded in writing.

Only payment via electronic funds transfer or cash will be accepted.

All content (text, images, logos etc.) is to be supplied by you the customer in the relevant format and you should ensure that there are no copyright infringements as you will be held accountable for this.

E-mail correspondence will be considered a formal acceptance of any developments.

The draft layout (look and feel) will be designed within 10 working days, provided you have supplied us with the information you would like on your home page. For example: link names, photos, logo, content and colours etc. A period of 3 working days is to be allowed after changes have been made to the draft by you.

Once all pages have been approved and signed off, the website will be developed and uploaded onto your website.

Please ensure that we receive all the relevant information for your site within 3 working days of your sign off, in order for us to ensure that the site is completed in a professional and efficient manner.

Should we not receive all of the content within this period, we will assume that you have sent us everything, and we will complete the project.

Should a delivery date be agreed upon, it will remain subject to the timely submission of all required content by you.

All projects designed may contain a footnote, which will form a link to the Gee Software Solution website/email address.

All projects remain the property of Gee Software Solution until full payment has been made. All code thereafter will remain the property of Gee Software Solution and can be reused as we sees fit.

Hosting and domain registration costs are excluded from package prices unless otherwise specified.

The cost of this will however be included in your requested quote.

Management fees (i.e. the costs for updating content on your website) will be charged on a monthly basis or when requested by you the customer, and is not included in the quote.

For any updates on the site, an hourly rate of R400/hour or per page will be charged.

Quotations are valid for a period of 30 days from quotation date.

In addition to the above the following terms and conditions are applied by the relevant domain registrars for the following domains:

.CO.ZA domains Terms and Conditions

All .UK domains Terms and Conditions

.US.COM, .EU.COM, .BR.COM, .CN.COM, .DE.COM, .HU.COM, .NO.COM, .QC.COM,

.RU.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET, .UY.COM & .ZA.COM domains
Terms and Conditions

These terms were last updated on 26 July 2013

Full Name

Date

Signature

Gerard Brown T/A Gee Software Solution

Email : info@geesoftwaresolutions.co.za

Members : G Brown