



Application Form – Internet Services

1. Account Details													
Title	Mr	Mrs	Miss	Other									
First Name					Surname								
ID													
Postal Address				Physical Address									
	Code				Code								
Tel (H)				Tel (W)				Cell					
Current E-mail address													
2. Business Only													
Organization													
Vat #				Company Registration #									
3. Connection Details													
Code	Service Name and Description						Cost						
XXXXX	Example : Gold ADSL 20GB with ADSL Line Up to 10 Mbps						R	XXXX.XX					
							R						
							R						
Choose E-mail Address :													
Note :													
4. Direct Debit Instruction													
Account Holders Name													
Account Number				Bank									
Branch Code				Branch Name									
Type of account	Current	Savings	Transmission	Day of direct debit action			th	15	25				
<p>I/we hereby authorize Q Flex Technology to draw against the amounts necessary to cover the monthly and arrear changes for all services rendered. I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned Bank as if the instructions have been issues by me/us personally. Cancellation I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancelation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you. Assignment I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.</p>													
Authorized Signature						Date							
						Y	Y	Y	Y	M	M	D	D
Beneficiary	Q Flex Technology C.C	Abbreviated Name as registered with the Bank		STUCKSOLUT	Address	P.O Box 21214, Newcastle 2940							
5. Service Application Authorization and Terms													
<p>Standard Use Policy & Conditions</p> <p>Acceptable Use: This Acceptable Use Policy specifies the actions prohibited by Q Flex Technology cc to Q Flex Technology customers. Q Flex Technology reserves the right to modify the Policy at any time.</p> <p>Network Abuse: Q Flex Technology does not in any way support Spam or any form of network abuse and enforces the Q Flex Technology Terms and Conditions and Acceptable Use Guidelines on a stringent basis when complaints are made. Enforcement of Q Flex Technology Terms and Conditions as well as its Acceptable Use Guidelines for reasons of Spam or Network Abuse will result in suspension or termination of account access privileges. Complaints regarding Illegal Use or System or Network Security issues should be sent to security@qflexi.co.za. Complaints regarding Spam or any other email abuse should be sent to abuse@qflexi.co.za. These policies are directly inline with those provided by our upstream ISP (SAIX).</p> <p>Illegal Use: The Q Flex Technology Network 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 an illegal threat, or violates export control laws.</p> <p>E-Mail: Sending unsolicited mail messages, including, without limitation, Make-Money-Fast (MMF) schemes, chain letters, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.</p> <p>Telkom's role: We provide our ADSL Service subject to the limitations and terms imposed by Telkom. By applying for an ADSL Service. You agree that Q Flex Technology has permission at any time, to obtain your Telkom account information. We will only use this information to streamlining your order.</p> <p>System & Network Security: Violations of system or network security are prohibited, and may result in criminal and civil liability. Q Flex Technology will investigate incidents involving such violations and may involve and will co-operate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. 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 email or a newsgroup posting. I/We hereby acknowledge that it is my/our responsibility to keep my/our user name and password a secret and acknowledge that I/we have the ability to upgrade above-mentioned contract using this user name and password.</p>													

Credit checks and your information:

By applying for a subscription to the ADSL Service or by using the ADSL Service you authorise us, in our sole discretion and at any time, to check your credit history with any credit bureau and provide any of your personal information to the credit bureau for this purpose. We reserve the right, for any reason and without notice to you, to refuse or end your subscription to the ADSL Service or a booster GB.

When you subscribe to or start to use a service, if requested by us, you will provide us with your full names, identity number, residential and business or postal address, a certified copy of your identity document and (if you are a legal entity) a certified copy of your business letterhead.

Change to ADSL Service Terms:

We may change any or all of the ADSL Service Terms including (without limitation) the ADSL Service charges at any time without notice to you.

By continuing to use the ADSL Services after we make the changes, you agree to be bound by the changed ADSL Service Terms.

Cancellation:

Unless you have subscribed to the ADSL Service for a fixed term, you may end the ADSL Service by 30 (thirty) days written notice to us. The notice will take effect on the first day of the month immediately following the end of the 30 (thirty) day notice period

Non-payment and Suspensions:

Non-payment of account will result in your service being suspended. If no payment is made within 5 days a re-connection fee of R 100 will be charged to your account.

Online Store Terms Website Terms and Conditions of Use Relating to www.qflexi.co.za. These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Q Flex Technology CC ("Provider") website located at the domain name www.qflexi.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce & Privacy

The Website www.qflexi.co.za sells Internet Connection related goods online. The use of any product bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website. The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. The Provider undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payment for goods sold. The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device. The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address. Cancelled orders on the e-commerce facility will be refunded after deduction of a 10% charge for administration costs. The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Provider's standards. Should the Provider exercise this right, the User will receive a full refund with no deductions. Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the Marketing Manager, Rolf Stucky at rolf@qflexi.co.za.

Updating of these Terms and Conditions

Provider reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limited License to General Users

Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only. This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider. The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant. The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider. Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website. Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Any unauthorised use terminates this license.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

Online Payments :

Currency will be in South African Rand (ZAR)
Payments only acceptable for goods and services used within the Republic of South Africa.

Return/Refund Policy for Virtual Services - Hotspot

No refunds will be given where customers have received vouchers/codes that were ordered and automatically generated. In the case of delivery problems refunds will be given provided the service has not been used. To request a refund please send an e-mail to accounts@qflexi.co.za with all relevant details including transaction time and date. Allow 2 business days turnaround time for refund request to be processed.

Delivery Policy for Virtual Services – Hotspot

Delivery of goods will be done via electronic communication mechanism. Vouchers/codes generated will be delivered via one of the following: SMS, e-mail, online systems.

Date

Authorized Signature	I have read and understood the service terms noted above.	Y	Y	Y	Y	M	M	D

6.Office Use

Agent Code :		Store Name:	
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