



Terms and Conditions

RECORDAL

Assured Security Solutions (ASSIPS) hereby offers products and services to the customer on the terms and conditions herein contained which terms and conditions the customer is deemed to have familiarized himself/herself with and to have irrevocably accepted

INTERPRETATION

In these terms and conditions:

- “the customer” means the party who has purchased the service and/or product using the service.
- “the Service” means the Investigation, Installation or any other service described herein provided by ASSIPS to the user in terms of the terms and conditions herein contained;
- “ASSIPS” means “Assured Security Solutions cc” also T/A “Isijula Protection Services”

PROVISION OF SERVICE

- The customer shall solely be responsible, unless otherwise stated in this agreement, for provisioning, configuration and maintenance of all equipment on their premises, including (but not limited thereto) computer hardware equipment, telecommunications equipment, modems and the like, which is or may be necessary for the customer to obtain and retain access to the required service(s).
- The customer shall be liable for all telephone call charges and other third party costs incidental thereto.

AVAILABILITY OF SERVICE

- **ASSIPS shall make every effort to make the service available at all times and shall use its utmost endeavours to strive for 100% (one hundred per centum) uptime. ASSIPS is, however, unable to guarantee 100% (one hundred per centum) uptime. ASSIPS shall not be responsible for the performance of external communications networks to which the service is connected.**
- **The customer accordingly indemnifies ASSIPS against all claims of whatsoever kind and whether foreseeable or unforeseeable, as a result of ASSIPS being unable to make its service available to the customer under the circumstances described in this clause.**
- **ASSIPS will provide the service/product strictly subject to the terms and conditions prescribed by the competent regulatory authority.**

USER ETIQUETTE

The customer acknowledges and agrees that:

- **Customer s are expected to abide by generally accepted Usenet etiquette (“Netiquette”);**
- **Is defamatory, fraudulent or deceptive; Is intended to threaten, harass or intimidate;**
- **Tends to damage the name or reputation of ASSIPS, its holding company, affiliates or subsidiaries; or Interferes with the use and enjoyment of Internet related services of the Users of ASSIPS.**
- **The User undertakes to abide by all laws applicable to copyright, re-distribution or re-sell of any data and/or information retrieved from the service and/or the internet as specified or implied by ASSIPS or any of the local or foreign service providers or laws governing the provisions of the service and Internet.**

PAYMENT OF SERVICE

ASSIPS shall bill the client in advance for the period 25th of the month to the 24th of the following month. ASSIPS will only issue invoices on request by the client. The customer pays to ASSIPS such charges as levied by ASSIPS from time to time as follows:

- **Monthly Subscriptions – The charge for a subscription to the service on a monthly basis is a monthly fee, payable monthly in advance by the customer to ASSIPS, including a pro-rata charge for the first months billing. Payment is rendered without deduction, free of exchange or set-off by way of debit order; or in such manner as determined by ASSIPS. It is a condition of activation that details of a valid, unexpired Visa, Master or American Express card, or a current bank account be provided for debit order purposes. All amounts due to ASSIPS will be recovered from the banking source provided. This amount is non-refundable.**
- **Bi-annual Subscriptions - The charge for a subscription to the service on a bi-annual basis is payable in full in advance by the customer to ASSIPS. It is a condition of activation that details of a valid, unexpired Visa, Master or American Express card, or a current bank account are provided for debit order purposes. All amounts due to ASSIPS will be recovered from the banking source given. This amount is non-refundable.**
- **Annual Subscriptions - The charge for a subscription to the service on a Annual basis is payable in full in advance by the customer to ASSIPS. It is a condition of activation that details of a valid, unexpired Visa, Master or American Express card, or a current bank account are provided for debit order purposes. All amounts due to ASSIPS will be recovered from the banking source given. This amount is non-refundable. Annual subscriptions will be renewed automatically.**
- **Usage fees, where applicable, will be billed in arrears. ASSIPS reserves the right to withhold access for overdue accounts, while the User shall continue to be liable for the service until the conditions of notice of termination are fulfilled.**
- **Without prejudice to rights granted to ASSIPS in terms hereof, any amount due by the customer to ASSIPS not paid on due date thereof: Shall bear interest at a rate equal to the maximum, allowable in terms of the Usury Act, 1968, calculated daily in advance from the date payment was due until date of actual payment thereof; and**
- **Should the client fail to pay any amount owing to ASSIPS on the due date, ASSIPS shall be entitled, in its discretion and without prejudice to any other rights, which it may have, to cancel this agreement without notice to the client, or to suspend performance of its obligation pending full payment by the client.**

- In the instance where this agreement, in respect of any products applied for, specifies a minimum period of one years duration and a client cancels or purports to cancel this agreement in respect of such products, prior to expiration of such year, the remainder of all monthly payments payable during the year shall all immediately become due and payable to ASSIPS
- ASSIPS shall be entitled to take all such steps, without notice to the customer, as may be necessary to recover such outstanding amount. The customer shall be liable to pay all costs incurred in respect of the recovery of such outstanding amount.
- ASSIPS reserves the right to levy a charge for handling fees at an amount determined by ASSIPS for monies due in the event of a customers payment being returned or rejected by the customers banker.
- ASSIPS furthermore reserves the right to blacklist with any or all credit bureau agencies within the republic of South Africa, any such customer who fails to comply with the payment agreement for subscription to the service. In addition ASSIPS will not be held responsible or be required to assist with the removing or rescinding of any such information, which may be recorded by a credit bureau agency.
- ASSIPS reserves the right to amend Service subscription charges at its sole discretion. ASSIPS will give the customer 30(Thirty) days notice of any such amendment and the customer shall be bound to such adjustments.

TERMINATION OF SERVICE

Under normal circumstances, 30 (Thirty) days written notice from either party for any reason whatsoever is required to terminate an existing service.

REGULATORY COMPLIANCE

The customer undertakes to comply with all regulatory obligations that may now or in the future be imposed by the body under whose authority the service falls. The customer furthermore acknowledges that the imposition of regulatory obligations by such body may necessitate amendments to be affected to these terms and conditions and hereby consents to ASSIPS effecting such amendments without prior notice.

INDEMNITY

The customer indemnifies and holds ASSIPS, its employees, agents, dealers and/or distributors harmless against all losses, injury, damage, penalties and/or Claims of whatsoever nature and howsoever arising from or in connection with the service.

JURISDICTION

The customer hereby irrevocably consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the magistrates' Courts Act of 1944, provided that ASSIPS shall, should it so elect, be entitled to institute proceedings in the High Court of South Africa.

CESSION AND DELEGATION

- The customer shall not cede, assign or delegate or in manner whatsoever transfer of any of its rights or obligations under this agreement without the prior consent of ASSIPS.
- In the event of any change in controlling interest in the client, ASSIPS shall be entitled to terminate this agreement on notice to the client.
- The client shall notify ASSIPS of any change in its controlling interest within 14(Fourteen) days of such change.
- ASSIPS shall be entitled to cede and transfer or delegate to any third party, at its absolute discretion, all or any of its rights and obligations under these terms and Conditions.

GENERAL

- The customer acknowledges and agrees that these terms and Conditions govern the customer's use of the Service and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto. o The customer shall not, without the express written permission of ASSIPS, resell or make available to any third party such services as they might receive from ASSIPS.
- These terms and conditions may change from time to time.

The User may view such terms and conditions at <http://www.assips.co.za> and unless otherwise notified, ASSIPS shall deem that the customer has acknowledged and agreed thereto within 14(Fourteen) days of such changes being effected.