Terms of Service

Last Updated Thursday, 04 March 2010

IMPORTANT! THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") GOVERN THE USE OF THE SoftDux WEB SITE, MATERIALS AND SERVICES BY YOU AND YOUR EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "YOU"). BY USING THE WEB SITE/MATERIALS/SERVICES, YOU AGREE TO ALL OF THE PROVISIONS CONTAINED OR REFERRED TO IN THESE TERMS AND CONDITIONS. SoftDux RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME IN ITS SOLE DISCRETION. YOUR USE OF THE WEB SITE/MATERIALS/SERVICES AFTER SUCH CHANGES ARE POSTED TO THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS AND CONDITIONS REGULARLY

ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of the order or our offer to sell. We reserve the right, in our sole discretion, without prior notification, to accept or decline your order or limit the order quantity for any reason. For credit card payments, such payment is subject to the approval of the financial institution issuing the credit card and we shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason. We may require, at our option, that any order placed over certain amounts receive our pre-approval. We also may require additional verification or information before accepting any order.

Acceptance of Contractual Agreement

1. Client agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written contract, and receipt of such order by SoftDux, that you are agreeing to our TOS, AUP, and SLA. No modifications of said contract by customer are allowed.

2. SoftDux will provide, and Customer will purchase and pay for, the Services, and service fees specified in the Order for the applicable Service Description. Customer acknowledges that the service and service fees have been communicated to the customer, and that he/she is aware of all applicable charges as per contract, AUP, SLA, and TOS. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service.

3. In connection with any Hosting Services, if Customer’s actual bandwidth or disk usage in any month exceeds allotted amount, specified in Customer’s contract, Customer will pay SoftDux any additional fees as specified in the Service Description. If you do not pay, SoftDux will suspend your account until payment is received.

Debit Orders: By clicking on the Submit Order or Proceed button on our Order Form you legally acknowledge that you request and authorise SoftDux to draw against your bank account or credit card with the bank specified on the order form (or any other bank or branch to which you may transfer your account) the hosting or service fees or any variable amount pertaining to this agreement, on the first working day of each and every month. This being the amount necessary for the payment of the monthly payment or premium due to SoftDux in respect of your web hosting agreement. All such withdrawals from your bank account by SoftDux shall be treated as though they had been signed by you personally. You further agree that you instruct and authorize SoftDux’ agent, Netcash (Pty) Ltd, to draw against your account with the specified bank, and that you understand that the withdrawals authorized here will be processed by BankServ and you also understand that the details of each withdrawal will be printed on your bank statement. You agree to pay any bank charges relating to this debit order instruction, including charges for returned debits and related administrative fees. This authority may be cancelled by means of giving thirty days notice in writing, sent by prepaid registered post, but you understand that you shall not be entitled to any refund of amounts which have withdrawn whilst this authority was in force if such amounts were legally owing to SoftDux.

Assignment: You acknowledge that the party hereby authorized to effect the drawing(s) against your account may cede or assign any of its rights to Netcash (Pty) Ltd and that SoftDux may not delegate any of their obligations in terms of this contract/authority to any third party without prior written consent of the authorized party. You hereby confirm that you have read and agree with the above terms and conditions and that your electronic signature which is translated as the depression of the Submit Order or Proceed button on our online Order Form and the recording of your machine's IP address and time stamp, confirms your agreement to the terms and conditions.

Payments and Fees:
Payment is due on the 25th (twenty fifth) day of each month, for the next month. Credit cards that are declined for any

reason are subject to a ZAR 90.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a ZAR 50.00 reconnect charge. Accounts not paid by due date are subject to a ZAR 20% late payment fee.
Accounts not paid in full after 60 days will be terminated and all files and emails will be removed from the servers.

Payment is due on the 4th (fourth) day of each month. Credit cards that are declined for any reason are subject to a ZAR 90.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a ZAR 50.00 reconnect charge. Accounts not paid by due date are subject to a ZAR 25.00 late fee.

Delinquent Accounts:
SoftDux may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees.

ACCEPTANCE OF TERMS
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Account Cancellation:
All requests for canceling any service / services must be made through the SoftDux Support Desk, which can be located on http://support.SoftDux.com. 30 days notice must be given, after which time the service / services in question will be cancelled. No refunds will be issued on Domain Names, since these are the properties of the client. Confirmation receipt of cancellation will be sent within 24 hours.

Refunds and Disputes:
All payments to SoftDux are non-refundable after Customer's 30-day money-back guarantee period. See here for the terms of our 30 day refund policy. This includes any setup fees and monthly fees, regardless of usage. All billing disputes must be reported within 30 days of the time the dispute occurred. Disputed charges to your credit card issuer, also known as chargebacks, under the terms and conditions of our SLA, AUP, and TOS, will result in service interruption, as well as reconnection fees to restore the desired service.

ACCEPTABLE USE
You may not take any action that violates our Acceptable Use Policy, which can be found here.

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