



**WEBAFRICA
VIRTUAL INTERNET
SERVICE PROVIDER
AGREEMENT**

webafrica™

Agreement entered into by and between

WEB AFRICA NETWORKS (PROPRIETARY) LIMITED

(Registration number 2007/009070/07)

And

(Registration number _____)

Effective date: _____

General

1. The following agreement is specific to Virtual Internet service providers (between Web Africa Networks (Pty) Ltd (henceforth known as “Webafrica”), and you (henceforth known as “VISP”). The VISP remains a Customer of Webafrica and he or she (including VISP’s customers) therefore has to adhere to the General Terms and Conditions - <http://www.webafrica.co.za/legal/>) as well as the rest of this document.
2. Whereas, Webafrica is an information provider, offering data storage and transfer services over the Internet, through web servers;
3. Whereas, a VISP is a person or organisation who is engaging in the business of reselling the products and services offered through Webafrica.

Webafrica’s rights and obligations

4. Webafrica’s rights and obligations are set out in the General Term and Conditions.

VISP’s rights and obligations

5. The VISP’s rights and obligations in terms of this agreement are set out in the General Terms and Conditions as well Acceptable Use Policies associated to specific products to be resold by the VISP (e.g. Home Uncapped).

Financial arrangements

6. Resellers agree to engage in the business of reselling Webafrica products and services for profit.
7. Resellers understand that they are responsible for collection of payment from their resold accounts, and any default of payment for resold services cannot be passed along to Webafrica.
8. Webafrica shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Resellers/Clients for Webafrica’s services. Resellers/Clients agree to take full responsibility for all taxes and fees of any nature associated with such products sold.

9. This agreement entitles the VISP to the following discount:

Partner Status	Spend (ex. Vat)	Discount
Bronze Partner	R 5 000	5.0%
	R 15 000	7.5%
Silver Partner	R 25 000	10.0%
	R 35 000	12.5%
Gold Partner	R 50 000 +	15.0%

Discounts

9.1 Discounts are not applicable to the below listed products and services:

- ADSL lines (all speeds and profiles)
- Routers
- Setup fees (Incl Fibre)
- Admin charges and reconciliation fees
- Backup restores
- Pass through realms
- Fibre Lines
- Per gig Realms

To qualify for abovementioned discount the VISP needs to settle all outstanding invoices for a specific month by the 15th day of the following month via EFT, debit order or credit card.

Discount gets applied on the 2nd working day after the 15th of each month, after statements are sent out so that the VISP saving is added as a discount in the form of a credit note provided that payment is received by the 15th of the respective month.

The VISP can download a full statement from the Webafrica Clientzone after the discount is received.

If payment is not received by the 15th, the VISP will forfeit any potential discount for the month. Debit Order. Clients will be subject to a reversal of discount in the event of a failed debit order for the respective month along with a R50 admin fee.

If the VISP fails to reach a monthly spend of R5000 (ex. VAT) within a period of 6 months, the VISP may be removed from the programme at the discretion of Webafrica.

10. In addition to clause 9 above, the VISP must conform to and are bound by the Webafrica Billing Terms as set out in the Terms and Conditions.

Payment terms for VISPs are 15 days from statement date. Any billing dispute will be addressed by the Webafrica Billing Dispute Handling Procedure as set out in the Terms and Conditions.

Administration and Account Management

11. All administrative functions the VISP is able to perform using the web-based facilities must be managed by the VISP. These include, but are not limited to creating domains, email account setups, password management, email client setup, domain transfers etc.

Support

12. The VISP is responsible for providing technical support to all resold accounts.

Competency

13. VISP agrees that he or she has necessary knowledge to utilise Webafrica's service without reliance on Webafrica. The responsibility to provide this knowledge or Customer Support outside of the defined service of Webafrica is solely the VISP's responsibility.

Term

14. The term of this agreement will be for a period of 12 months from effective date. This agreement will automatically renew for successive 1-month periods unless cancelled at least 1 month before the end of such term.

Signed at _____ on this ____ day of _____ 20____

Duly authorised representative of WEB AFRICA NETWORKS (PROPRIETARY) LIMITED

Signed at _____ on this ____ day of _____ 20____

Duly authorised representative of VISP _____