



Alive Technology cc

addr: 110 John Adamson Drive, Montgomery Park, 2195
tel: +27 83 635 8663
fax: +27 11 782 0383
email: info@alive.co.za
www: http://www.alive.co.za

Terms & Conditions

Standard Terms and Operating Conditions

Updated or amended terms will be available on the Alive Technology website (<http://www.alive.co.za/terms.pdf>)

Accounts

Invoicing

Unless otherwise agreed, all invoices are due on presentation.

All invoices will be emailed in Adobe acrobat (pdf) format

Statements

Statements are only sent to contract clients with a service agreement in place.

Payments

Alive Technology accepts direct deposits or electronic funds transfer for account payments. The banking details are on the bottom of every invoice.

Overdue accounts will be charged interest at prime + 2% per annum, accrued daily and charged monthly.

Price increases

Alive Technology will notify its clients of any price increases by way of 30 days notice. The date and implementation of any increase is at the sole discretion of Alive Technology.

Suspension of Service

Alive Technology may suspend any of its services provided without notice due to any of the following:

- ◆ should a client fail to comply with any of the terms or conditions of an agreement (including overdue accounts)
- ◆ to prevent a service from negatively affecting the operation of its networks, or that of other clients
- ◆ if the service is been utilised in such a way that contravenes the laws of South Africa

Hours

Alive Technology's office hours are (excluding public holidays):

Monday to Thursday: 09h00 – 16h00

Friday: 09h00 – 14h00

Any support provided outside of “office hours”, on weekends or public holidays, will be considered as “after hours” and will be subject to a different rate. “After hours” support will only be available under special circumstances and by prior arrangement.

A Sunday however is out of the question.

Cancellation

Alive Technology reserves the right to still charge for any confirmed on-site meetings cancelled within 12 hours of the appointment

Service agreements may be cancelled by way of 14 days notice. Depending on the agreement, there may be an early cancellation fee. Upon termination of any agreement, the client shall be liable to pay all outstanding amounts due.



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Installation

All installation or completion dates furnished by Alive Technology are provisional. Demands for support are completely unpredictable and do affect planning. To try minimise this impact, we have restricted our “office hours”.

Warranty

Hardware

Alive Technology will arrange replacement of all faulty items that it supplied if it is still under the manufactures warranty. This does not include items damaged due to power surges, lighting strikes, malicious damage or abuse, or incorrect use. Depending on the supplier, the faulty item may need to be returned before a replacement issued. There is no guarantee that the replaced item will be identical to the faulty one as technology changes. Alive Technology does not carry additional stock for replacements.

Software

Alive Technology will correct at no additional cost, any “bugs” found in its software within 6 months from date of development. This warranty does not extend to miss-interpret features that are performing as designed.

Services

Alive Technology shall not be liable or held accountable for the failure or unavailability of any service for whatever reason. Although every effort will be made to restore the service, no guarantees can be offered particularly in the case of third party providers.

Limitation of liability

Any service provided by Alive Technology will be to the best of its ability and offered “as-is”. Alive Technology can not be held responsible for any damages suffered or income lost directly or indirectly due to the failure of any solution, advice and/or service provided.

Ownership and Intellectual property rights

Alive Technology will retain all intellectual property rights (including copyrights to source code and modifications derived from them) for the work it has done, unless these rights are purchased by way of a separate agreement.

All goods and in the case of consulting or other services rendered, the results, reports or any other information will remain the property of Alive Technology until fully paid for.

Relationship

Alive Technology provides a service to the client as an independent consultant and this will not be construed as creating a partnership, joint venture or employment relationship between the parties.