

## **TERMS AND CONDITIONS — CONTRACTS ON-DEMAND ELECTRONIC SERVICE (CODES)** (December 2010)

### **1.0 'Contracts On-Demand cc' (COD) shall:**

- 1.1 Register the Company subscribing to CODES
- 1.2 Register the nominated Subscriber as listed on the CODES Order Form
- 1.3 Have the right to adjust its prices from time to time
- 1.4 Modify the Components and add Facilities to the Service from time to time
- 1.4 Not warrant that the operations of any of the Components of the Service will be uninterrupted or error free, nor assume responsibility or liability whatsoever for any damages suffered as a result of the use, or inability of use of the Service.

### **2.0 JBCC, PROCSA and 'Contracts On-Demand cc' (COD) shall provide each CODES Subscriber with:**

- 2.1 Access to the CODES Service as ordered
- 2.2 Updates to CODES.
- 2.3 Provide telephonic access to a CODES Call Centre for technical support

### **3.0 The Subscriber Company shall:**

- 3.1 Be liable for the total annual subscription amount payable as reflected on the CODES Order Form, within 7 days of the receipt of Invoice
- 3.2 Notify COD if subscription termination is required, one month prior to annual anniversary of the Order, failing which the subscription will automatically be renewed for the next twelve months and an Invoice issued.
- 3.3 Indemnify and hold JBCC, PROCSA together with Contracts On-Demand cc harmless against any claims arising from the use of CODES Services and other information provided.
- 3.4 Restrict the use of the CODES Service to the registered Subscriber Office(s)
- 3.5 Restrict access to CODES to the number of computer workstations as specified. (If applicable)
- 3.6 Purchase and print the PROCSA Documents in colour or black & white and bind all pages of the Documents in their entirety.
- 3.7 Purchase and print the JBCC Documents only in colour and bind all pages of the Documents in their entirety.
- 3.8 Not disclose to any third party any confidential information gained as a result of this agreement whether during the course of this registration or thereafter.
- 3.8 Not use promotional and advertising material bearing JBCC's, PROCSA's or COD's logo or trade names without prior consent, which consent shall not be unreasonably withheld
- 3.9 Not use the CODES Service, if it does not agree to the terms and conditions stipulated under the CODES Legal Notices.

*'Contracts On-Demand' is the Accredited PROCSA Electronic Service Provider*

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CONTRACTS ON-DEMAND ELECTRONIC SERVICE (CODES) - DEBIT ORDER FORM

COMPANY.....

BANK ACCOUNT NAME: .....

BANK:.....

BRANCH NUMBER:.....

BRANCH NAME:.....

ACCOUNT NUMBER:.....

MONTHLY DEBIT ORDER AMOUNTS

eJBCC Service: (Full, Lite, Arch or Eng)

R..... per month

ePROCSA

R..... per month

Contractual Claims Management Service

R..... per month

I/we hereby request, instruct and authorise you to draw against my/our account with the above mentioned bank (or any other bank or branch to which I/we may transfer my/our account ) the sum as reflected above, the amount necessary for payment of the annual subscription in respect of the above mentioned agreement on the last day of each and every month commencing on the last day of the month prior to the month that the subscription is due to start, as stated on the Order Form and continuing for at least 12 months. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. It is understood that this amount may be increased / decreased by whatever amounts become due in terms of the Licence .

Agreement. I/we understand that the withdrawals hereby authorised will be processed by computer through a system known as the ACB Magnetic Tape Service and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by me/us by giving you thirty days notice (prior to expiry of the annual subscription) in writing, sent by prepaid registered post, but I/we understand that 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. Receipt of this instruction by you shall be regarded as receipt hereof by my/our bank (whichever it is or will be).

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
for and on behalf of

NAME.....

SIGNATURE AS USED FOR SIGNING CHEQUES

ASSISTED BY  
(where legally necessary)

CAPACITY