

AFRICA ADVERTISING CC

TELEPHONE: (032) 533 3428

FAX: (032) 533 6229

PHYSICAL ADDRESS: 108 WICK STREET SHOP 4 3RD FLOOR KOHINOOR CENTRE

POSTAL ADDRESS: P O BOX 546, VERULAM, 4340

CK NO: 2004/114455/23

VAT NO: 4170215927

Terms and Conditions

TERMS OF SERVICE and SERVICE LEVEL AGREEMENT

Africa Advertising CC is a South African web advertising service provider that offers a range of shared and dedicated web advertising services. It is our intention to ensure the stability of our network as well as provide a sustainable business environment for our customers.

Our Terms of Service (made up of Africa Advertising CC General Terms & Conditions as well as Africa Advertising CC Specific Terms & Conditions), and Privacy Policy governs our relationship with our Customers.

Our business is continually evolving and as such we reserve the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you the customer are up to date with all of our T&Cs. We will notify Customers of any significant changes we feel they need to be made aware of.

AFRICA ADVERTISING CC GENERAL TERMS & CONDITIONS

1. Interpretation

In Africa Advertising CC Advertising Terms, unless a contrary intention appears –

1.1. the clause headings have been inserted for purposes of convenience only and will not be taken into consideration in its interpretation;

1.2. any reference to (i) the singular includes the plural and vice versa, (ii) any gender includes the other genders and (iii) a natural person includes a juristic person and vice versa;

1.3. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to this Agreement and the Parties waive any rights they have to rely on such rules;

1.4. unless the context indicates a contrary intention, the words and expressions defined in clause 2 shall throughout the Agreement, bear the meanings assigned to them in that clause 2 and similar expressions shall bear corresponding meanings;

1.5. any reference to "days" shall be construed as being a reference to calendar "days" unless qualified by the word "business" in which instance a "business day" shall be any day other than a Saturday and a Sunday and/or a public holiday as gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 15h00 on any business day with the exception of Fridays 08h30 and 12h00.

1.6. the word "include" and "including" means "include without limitation" and "including without limitation". The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it;

1.7. terms other than those defined within these General Terms will be given their plain English meaning, and those terms, acronyms, and phrases known in the Information Technology industry will be interpreted in accordance with their generally accepted meanings;

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1.8. defined terms appearing in these General Terms in title case shall be given the meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with the ordinary meaning as qualified by clause 1.7 and shall, unless the context otherwise indicates, include the term as defined.

2. Definitions

Africa Advertising CC Hosting Terms, unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this clause:

2.1. "Agreement" means the contract entered into between Africa Advertising CC and the subscriber consisting of, inter alia, the Hosting Terms and Service Level Agreement any application form, or addendum thereto, completed by the Customer;

2.2. "Commencement Date" means the date when a subscriber profile is created and Africa Advertising CC furnishes the subscriber with the subscriber Data;

2.3. "Subscriber" means (i) the party identified on the application form or in any addendum thereto, relating to the relevant Service subscribed for by the subscriber for Africa Advertising CC, and in the case of a Domain Name, means the registered holder of the Domain Name (as defined in the Specific Terms);

2.4. "Subscriber Data" means the username/s, password/s or e-mail address/es provided by Africa Advertising CC to the subscriber as part of the Services, but expressly excluding subscriber Domains managed by Africa Advertising CC as part of the Services;

2.5. "General Terms" means these terms and conditions.

2.6. "Africa Advertising CC Hosting Terms" means the General Terms, the Specific Terms, Privacy Policy and the Hardware Policy, included in this document

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2.7. "Intellectual Property Rights" means all patents, trademarks, service marks, design rights, copyright, trade or business name, know-how, concepts, ideas, methods, procedures, processes, techniques, models, reports, templates, software or any changes or additions thereto (if any) and other similar rights or obligations, whether or not registerable, registered or application for registration thereof has been made in any party of the world;

2.8. "Marks" means any trademarks, logos, brand names, domain names or other marks of either of the Parties;

2.9. "Party" and "Parties" means Africa Advertising CC

2.10. "Services" means the services provided by Africa Advertising CC

2.11. "Specific Terms" mean the terms and conditions which supplement the General Terms and govern the use of individual Services selected by the subscriber;

2.12. "Website" means the website from which the Services are provided, currently being www.africaadvertising.co.za

3. Africa Advertising CC Hosting Terms

3.1. Africa Advertising CC provides the Services to subscribers subject to the terms and conditions of Africa Advertising CC Hosting Terms, which include these General Terms, the Specific Terms, the Privacy Policy, and the Hardware Policy

3.2. These General Terms set forth the general terms and conditions governing the contractual relationship between the Parties, duly supplemented by the Specific Terms, to the extent that:

3.2.1. any individual Service selected by the subscriber is not dealt with in the Specific Terms, such individual Service shall be governed by the General Terms and Acceptable Use Policy;

3.2.2. any Specific Terms that are binding upon the subscriber, those Specific Terms are deemed included in the Africa Advertising CC Hosting Terms.

3.3. The Acceptable Use Policy represents the terms and conditions pertaining generally to the subscribers of Africa Advertising CC use of the system and specifies the activities prohibited by Africa Advertising CC and is intended to enhance the use of the Internet by preventing unacceptable use. The subscriber is required at all times to comply with the Acceptable Use Policy, which is deemed to form part of Africa Advertising CC Hosting Terms.

3.4. Save as expressly provided to the contrary in the Hosting Terms, in the event of a conflict between the provisions as stated in these General Terms and those stated in the Specific Terms and Acceptable Use Policy, the following precedence ranking shall apply (from highest to lowest): (i) these General Terms; (ii) the Specific Terms; (iii) the Acceptable Use Policy; (iv) the Privacy Policy and other policies that may be introduced from time to time and notified to the Customer as well documents incorporated by reference in this Agreement.

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4. Amendment to Africa Advertising CC Hosting Terms

4.1. Africa Advertising CC reserves the right, at any time, to amend any of the Hosting Terms to which the subscriber is bound and to inform without specific notice to the subscriber. An updated version of the Africa Advertising CC Hosting Terms will be available on www.africaadvertising.co.za

5.5 Monitoring

5.1. Whilst Africa Advertising CC monitors its Services and system to determine that its facilities are operating satisfactorily, Africa Advertising CC does not, as a general practice, monitor Africa Advertising CC subscribers activities. Where Africa Advertising CC is required to intercept communications in accordance with the provisions of the Regulation of Interception and Provision of Communication-Related Act, 70 of 2003 ("the Monitoring Act"), any interception of communications shall be strictly carried out in accordance with the requirements of the Monitoring Act, as and when required under the Monitoring Act.

5.2. With specific regard to the monitoring of content which is found on a website belonging to a subscriber of Africa Advertising CC and which is hosted by Africa Advertising CC, Africa Advertising CC acknowledges that it has no knowledge of, nor interest in the subscribers content hosted by Africa Advertising CC or published by Africa Advertising CC on the subscribers behalf using the Services and further that Africa Advertising CC does not in any way contribute or approve such content.

5.3. Notwithstanding this, Africa Advertising CC agrees that if Africa Advertising CC, in its sole and unfettered discretion determines that the subscribers content is in violation of any law (including the Films and Publications Act 65 of 1996) or of the Acceptable Use Policy, it may (i) forthwith request the Customer to remove such content; and/or (ii) forthwith require the subscribers to amend or modify such content; and/or (iii) without notice terminate access to any Services and/or suspend or terminate any Services; and/or (iv) without notice, delete the offending content; and/or (v) notify the relevant authorities of the existence of such content (if required by law or otherwise), make any back-up, archive or other copies of such material as may be required by such authorities, disclose such elements of the subscribers data as may be requested by such authorities and take such further steps as may be required by such authorities.

5.4. Subscribers specifically agree that they shall have no recourse against Africa Advertising CC in the event of Africa Advertising CC acting in terms of clause 8 and accordingly waives its right to make any claim or demand or to institute any legal proceedings against Africa Advertising CC.

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6. Security

6.1. All subscribers Data allocated to the subscriber is personal to the subscriber and the subscriber shall be liable for any loss or damage sustained by the subscriber, Africa Advertising CC or any third party as a result of any actions by the subscriber or any other person to whom the subscriber has disclosed its subscriber Data.

6.2. Africa Advertising CC is authorised to act on any instruction given by and/or purporting to originate from the subscriber, even if it transpires that both Africa Advertising CC have been defrauded by someone else, unless the subscriber has notified Africa Advertising CC in terms of clause 7.3 below prior to Africa Advertising CC acting on a fraudulent instruction.

6.3. If any security violations are reasonably believed to have occurred in connection with the subscribers account, Africa Advertising CC will investigate forthwith and, if necessary, change the relevant subscriber data, including access codes and passwords and give the subscriber immediate notification

6.4. The subscriber hereby indemnifies Africa Advertising CC against any claim howsoever arising from (i) the subscribers disclosure of its subscriber Data to a third person, (ii) the use of such subscribers Data by a third person and/or (iii) any action by the subscriber or third party as a result thereof.

6.5. Africa Advertising CC reserves the right to take whatever action it may deem necessary at any time to preserve the security and reliable operation of its infrastructure and the subscriber of Africa Advertising CC undertake that it will not do or permit anything to be done which will compromise Africa Advertising CC security.

6.6. Although Africa Advertising CC applies reasonable endeavors to provide disaster recovery, Africa Advertising CC will backup all data on a daily basis and create an off-site back-up weekly. Depending on external service providers systems will be restored in approximately 4 hours, within normal working hours. Africa Advertising CC is not liable for any loss or damage of whatever nature incurred or suffered by the subscriber or arising from or in connection with any cause whatsoever as a result of its failure to provide, or delay in providing, or providing only partial disaster recovery. The subscriber is required to make back-ups of its data. Nothing contained in the Africa Advertising CC Hosting Terms shall be construed as a representation that any back-ups of data implemented by Africa Advertising CC will be successful or in any way will avoid disaster.

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7. Warranties

7.1. Africa Advertising CC warrants that it has the facilities, infrastructure, capacity and capability to provide the Services.

7.2. Save for the foregoing warranty, the Services are provided "as is" and "as available" and without any further warranty of any nature whatsoever, whether express or implied, including without limitation warranties of merchantability, fitness for purpose, title or non-infringement.

7.3. Under no circumstances shall any advice or information furnished by Africa Advertising CC, its agents or employees be construed as a warranty of any kind.

8. Africa Advertising CC and Subscriber Indemnities

8.1. The subscriber acknowledges that the Services are provided subject to all applicable laws and the subscriber accordingly hereby indemnifies Africa Advertising CC from any liability attributable to any regulatory body or civil or criminal proceedings instituted against Africa Advertising CC or for any loss or damage suffered by the subscriber and Africa Advertising CC or any third party as a consequence of any interruption or unavailability of the Services.

8.2. The subscriber hereby unconditionally and irrevocably indemnifies Africa Advertising CC and agrees to hold Africa Advertising CC free from and harmless against all losses suffered or incurred by the subscriber or instituted against the subscriber by any third party as a direct or indirect result of the subscribers use of the Services, the subscribers failure to comply with any Africa Advertising CC Hosting Terms, or any downtime, outage, degradation of the network, interruption in or unavailability of the Services. Included, but without limitation, within the ambit of downtime, outage, degradation of the network, interruption, or unavailability of the Services is any of the following: (i) software or hardware service, repairs, maintenance, upgrades, modification, alterations, replacement or relocation of premises affecting the Services, (ii) non-performance or unavailability, of whatever nature and howsoever arising, of any of the services provided by a electronic communications network or service provider, including, but not limited to, line failure, or in any international Services or remote mail servers, (iii) non-performance or unavailability, of whatever nature and howsoever rising, of external communications networks to which Africa Advertising CC network infrastructure is connected and (iv) repairs, maintenance, upgrades, modifications, alternations or replacement of any hardware forming part of the Services or any faults or defects of whatever nature in such hardware.

8.3. The subscriber shall defend Africa Advertising CC against any claim against which Africa Advertising CC is indemnified in terms of clause 9.2 and elsewhere in the Africa Advertising CC Hosting Terms ("indemnified claim") and pay any and all costs, damages and expenses (including attorneys fees on the attorney and own client scale) finally awarded against Africa Advertising CC by a court of competent jurisdiction or agreed to in a written settlement agreement signed by the subscriber or Africa Advertising CC directly arising out of such indemnified claim.

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9. Suspension of the Services

9.1. Africa Advertising CC is entitled to temporarily suspend its obligations in terms of Africa Advertising CC Hosting Terms (i) in order to give effect to the provisions of clauses 8.3 and/or 9.3, (ii) in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of the Services and/or (iii) where third parties have alleged that the subscriber has engaged in unlawful activities arising from or connected to the Services.

9.2. Where circumstances permit, Africa Advertising CC will use its best endeavours to provide prior notice of any such suspension to the subscriber and Africa Advertising CC shall not be liable for any loss or damage of whatever nature incurred or suffered by the subscriber arising from or in connection with or from any cause whatsoever as a result of such suspension.

10. Force Majeure

10.1. On the happening of a Force Majeure Event, any delay or failure in performance or breach by Africa Advertising CC occasioned thereby or resulting there from will not be deemed to be a breach of Africa Advertising CC Hosting Terms by Africa Advertising CC, nor shall it subject Africa Advertising CC to any liability whatsoever.

10.2. For purposes of clause 12.1, a "Force Majeure Event" means any act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strike, riot, blockage, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, failure of any supplier of electricity, including Eskom, and telecommunications infrastructure and/or telecommunications lines provided by any third party, including, but not limited to, the Telkom Limited group of companies, or any circumstances of like or different nature beyond Africa Advertising CC reasonable control.

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11. General

11.1. Whole Agreement: The Agreement, together with the other documents making up Africa Advertising CC Hosting Terms constitutes the entire agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in the Agreement.

11.2. No Variation: No variation or consensual cancellation of the Agreement and no addition to the Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives and submitted forty(40) working days, prior to contract being eligible for renewal / automatic re-listing .

11.3. Waiver: No waiver of any of the terms and conditions of the Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.4. Severability: Should any of the terms and conditions of the Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

11.5. Applicable Law: The Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

11.6. Survival: Notwithstanding termination of the Agreement, any clause, which, from the context, contemplates ongoing rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

12. AFRICA ADVERTISING SPECIFIC TERMS AND CONDITIONS

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13. Interpretation and Definitions

13.1. Unless the context clearly indicates to the contrary, any term defined in the General Terms shall, when used in these Specific Terms, bear the same meaning as defined in the General Terms.

13.2. Unless the context clearly indicates to the contrary, the following words will have the meanings assigned to them in this clause:

13.2.1. "Abusive Content" means content which Africa Advertising CC considers to be defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, hateful, as hate speech, or which contains child, explicit or violent pornography, content which may be harmful to minors, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights, regardless of whether such content is accessed, transmitted, propagated, distributed, created or stored in a public or private context;

13.2.2. "Domain Name/s" means the domain name or names that is/are the subject of the Domain Services;

13.2.3. "Domain Services" means the Services Africa Advertising CC renders to the subscriber in respect of the Domain Name/s as set out in these Special Terms;

13.2.4. "Email" means the Services Africa Advertising CC renders to the subscriber of (i) an email box provided by Africa Advertising CC to the subscriber on Africa Advertising CC systems, which includes an email address and/or aliases to such email address from time to time and (ii) best endeavours virus protection and filtering for unsolicited commercial email (SPAM);

13.2.5. "General Terms" mean the terms and conditions governing the contractual relationship between the Parties, duly supplemented by the Specific Terms;

13.2.6. "Harmful Code" means any computer code which (i) is designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software, hardware or network (generally referred to as "viruses", "Trojan horses" or "worms"), (ii) would disable any software, hardware or network or impair in any way its operation based on the running out of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (generally referred to as "time bombs", "time locks", or "drop dead" code), (iii) would permit any person to access any software, hardware or network of any other person without consent (generally referred to as "trap", "access code", "back door" or "trap door" codes) and (iv) any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such software, hardware or networks of any person to cease functioning or to damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations;

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13.2.7. "Misrepresentation" by a Customer includes (without limitation) (i) actions designed to deceive, mislead, defraud or otherwise make incorrect representations to any person regarding any fact or circumstance, (ii) impersonating or attempting to impersonate or otherwise misrepresenting your identity to any person for whatever purpose, (iii) altering the content of communications received by you and thereafter forwarding same to others without indicating the nature of the alterations and (iv) forging or otherwise manipulating origination details and data on any electronic data message generated by the Server with a view to disguising or deleting the origin of anything posted or transmitted including, without limitation, the use of "Socks Proxies", "EZBounce", "Vhosts", "BNC's" and/or any other software or hardware methods used to disguise or misrepresent your own IP address;

13.2.8. "Party" and "Parties" mean Africa Advertising CC

13.2.9. "Registrar" means the entities referred to in clause 5 or any replacement thereof and/or any other entity who attends to the administration of Domain Names;

13.2.10. "Server" means the computer hardware, machinery and equipment on which the software operates;

13.2.11. "Server Hosting" means the Services as contemplated hereunder which Africa Advertising CC renders to the subscriber;

13.2.12. "Software" means the operating system and applications provided by Africa Advertising CC

13.2.13. "System Abuse" means any conduct which does or may (i) damage, impair, overburden or disable any system of any person (including us) using the Server or Africa Advertising CC hardware, software and network, (ii) interfere with any other person's use of the Internet or of the Server or Africa Advertising CC hardware, software or network, (iii) compromise or tamper with the security of Africa Advertising CC or any other person's software, hardware, systems, networks or the Server including (without limitation) spamming and mass messaging, the use of software and technologies known as "floodbots", "clonebots", "automated client" (e.g. "bots", "fserv" or "script"), nuking and nuking tools (e.g."7th Sphere").

14. Undertakings and Acknowledgements

14.1. Africa Advertising CC undertakes to use its reasonable endeavors to provide the Services to the subscriber on a continuous basis and for the duration of the Agreement with Africa Advertising CC.

14.2. Although Africa Advertising CC uses reasonable care and diligence to ensure that the Services are available, accurate, complete, correct, error free, secure, up to date and/or reliable, the subscriber agrees that the Services are rendered "as is" and "as available" and is used at the Customer's own discretion and risk.

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15. Terms and Conditions Specific to Hosting of Africa Advertising CC system

15.1. Africa Advertising CC provides Servers, space on shared Servers and hosting of Africa Advertising CC service for the subscriber to provide to its clients, together with web services and email facilities for web sites controlled by individuals or companies that do not have their own web servers, as well as mobile service such as SMS, MMS and e-mail.

15.2. The subscriber of Africa Advertising CC shall not:

15.2.1. make any Misrepresentation;

15.2.2. post, upload or transmit any Abusive Content by means of the Server or through Africa Advertising CC information and communications facilities

15.2.3. replicate or store Abusive Content on the Server

15.2.4. perform System Abuse

15.2.5. propagate, distribute or transmit Harmful Code, whether or not damage is actually caused thereby;

15.2.6. access any of Africa Advertising CC or any third party hardware, software or network without authorisation or through hacking, password mining or any other means; or

15.2.7. help any third party to do any of the above.

15.3. The subscriber agrees that if Africa Advertising CC, in its sole and unfettered discretion determines that the subscriber has breached any of the above, Africa Advertising CC shall be entitled to exercise any rights it may have available to it in law, including without notice terminate access to any Services and/or suspend or terminate any Services.

16. Content

16.1. The subscriber acknowledges that Africa Advertising CC has no knowledge of, nor interest in subscriber content hosted by Africa Advertising CC published by the subscriber on Africa Advertising CC Server, further that Africa Advertising CC does not in any way contribute or approve such content.

16.2. Notwithstanding this, the subscriber agrees that if Africa Advertising CC, in its sole and unfettered discretion determines that the subscribers content is in violation of any law (including the Films and Publications Act 65 of 1996) or of the Acceptable Use Policy, it may (i) forthwith request the subscriber to remove such content; and/or (ii) forthwith require the subscriber to amend or modify such content; and/or (iii) without notice terminate access to any Services and/or suspend or terminate any Services; and/or (iv) without notice, delete the offending content; and/or (v) notify the relevant authorities of the existence of such content (if required by law or otherwise), make any back-up, archive or other copies of such material as may be required by such authorities, disclose such elements of the subscriber data as may be requested by such authorities and take such further steps as may be required by such authorities.

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16.3. The subscriber further acknowledges and agrees that nothing that Africa Advertising CC does in the performance of its obligations in terms of the Service shall be construed as an assumption of responsibility or liability by Africa Advertising CC arising from or in connection with any content as aforesaid. In particular, the limitation of liability in the General Terms shall apply specifically to any loss, destruction or corruption of the subscriber's data, irrespective of the cause thereof, including Africa Advertising CC negligence and any system error or failure, whether foreseen or unforeseen.

17. Terms and Conditions Specific to email

17.1. Africa Advertising CC shall provide the following email related Services for the subscriber subscribers to Africa Advertising CC system subscribers:

17.2. subscribers shall not use Africa Advertising CC Email Service to (i) send messages or communications which are unsolicited, offensive, abusive, indecent or obscene, (ii) send messages causing annoyance, inconvenience or anxiety to other users of the Internet, (iii) send messages for the purposes of fraud and/or with the intention of committing a criminal offence and (iv) use the Email Service in a way which breaches the provisions of the Acceptable Use Policy.

17.3. Africa Advertising CC shall be entitled to prevent the sending of bulk unsolicited Email, to and/or from a Server where (i) Africa Advertising CC identifies a Server that has an open mail relay, (ii) a significant volume of Email is sent from a Domain in a defined time scale and (iii) Africa Advertising CC has received any complaints concerning unsolicited Email originating from a Africa Advertising CC hosted Domain.

17.4. Africa Advertising CC shall be entitled to disable a Domain held on Africa Advertising CC Servers to prevent Africa Advertising CC IP addresses being blocked by IP address blocking technologies or services, where Africa Advertising CC has any complaints concerning unsolicited Email originating from or unsolicited Email being sent to promote sites being hosted on a Africa Advertising CC Server. The Customer of the offending Domain will be obliged to pay any third party costs required to unblock Africa Advertising CC IP address. Refusal to do so may result in termination of Africa Advertising CC hosting services

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18. Customer Status

18.1. It is recorded that the Customer may be an incorporated entity (such as a company or close corporation), trust, partnership or individual and or government institution/department /subsidiary .

18.2. To the extent that a person enters into the Agreement in a representative capacity on behalf of a Customer who is an incorporated entity or on behalf of an unincorporated entity, or in any other representative capacity recognised in South African law, the Customer hereby warrants that:

18.2.1. such person is legally authorised to do so and indemnifies Africa Advertising CC against any loss or damage that Africa Advertising CC may sustain resulting from such person's lack of authority;

18.2.2. all the information relating to the entity, trust, partnership, association or other person who he/she represents and which he/she has supplied to Africa Advertising CC at any time will be true, accurate and complete.

18.3. Africa Advertising CC reserves the right to treat all misrepresentations by the Customer or its representative as fraud and such person indemnifies Africa Advertising CC against any loss or damage that Africa Advertising CC may sustain resulting from such person's lack of authority.

18.4. If Africa Advertising CC discovers that the Customer has fraudulently contracted for the receipt of Services or that its representative has contracted without contractual capacity to do so, Africa Advertising CC will be entitled to terminate Africa Advertising CC Hosting Terms and/or Service/s immediately without any further liability to the Customer whatsoever and the Customer shall not be entitled to claim any restitution or refund of any amount already paid, regardless of whether the Customer has used the Services or not.

18.5. The Customer shall, if requested by Africa Advertising CC, furnish Africa Advertising CC with sufficient evidence of the authority of the person who shall, on behalf of the Customer, take any action or execute any documents required or permitted to be taken or executed by such person under the Agreement. This would include providing proof of permission to debit from the authorised signatory of the Customer's bank account.

18.6. In the event of a dispute between individuals or entities involved with the Customer (including partners, shareholders, trustees, employees), Africa Advertising CC shall be entitled to act on the representation of a person claiming to be duly authorised to represent the Customer, without being obliged to obtain independent verification of such authority and the Customer indemnifies Africa Advertising CC from any action or inaction based on such representation. However, should Africa Advertising CC, in its sole and absolute discretion, require independent verification of the authority of any individual, the Customer shall provide same in a format reasonably acceptable to Africa Advertising CC.

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19. Domain Name Disputes

19.1. Various alternate dispute resolution mechanisms apply in respect of domain names registered globally, including the Uniform Dispute Resolution Policy adopted by ICANN for certain gTLDs, the Alternate Dispute Resolution Regulations applicable in South Africa and similar proceedings in other ccTLDs. Such mechanisms allow for the resolution of disputes concerning the registration and/or use of a domain name.

19.2. Disputes between the Customer and any third party regarding the registration and/or use of the Domain Name/s registration may be brought in terms of such alternate dispute resolution mechanisms and/or a Court or Arbitration Tribunal that may be available to the Customer and such third party.

19.3. Africa Advertising CC will not participate in any way in any dispute between the subscriber and any third party. In the event of the subscriber involving Africa Advertising CC in any dispute, the subscriber hereby furnishes Africa Advertising CC with the indemnity as provided for in General Terms. It is specifically recorded that the subscriber shall be responsible for all legal costs incurred by Africa Advertising CC or the attorney.

20. PRIVACY POLICY

21. Introduction

Unless the context clearly indicates to the contrary, any capitalised term in this Privacy Policy shall bear the same meaning as defined in Africa Advertising CC General Terms .

21.1. Compliance with Applicable Law

Protecting the subscribers privacy is of utmost importance to Africa Advertising CC. Accordingly, Africa Advertising CC has developed this Privacy Policy in order to safeguard the subscribers personal information and to protect the confidentiality thereof. In so doing, Africa Advertising CC has taken cognisance of the provisions of the Constitution of the Republic of South Africa Act, 108 of 1996, the Electronic Communications Act, 25 of 2002 and the Protection of Personal Information Bill of 2006 (currently before the South African Law Commission) and the common law so as to ensure compliance with all relevant statutory requirements and best practice under South African law.

21.2. No Liability for Unauthorised Disclosure

While Africa Advertising CC will do all things reasonably necessary to protect the subscribers rights of privacy whilst on Africa Advertising CC system, Africa Advertising CC cannot accept any liability whatsoever for unauthorised or unlawful disclosure of the subscribers personal and confidential information made by third parties who are not subject to Africa Advertising CC control.

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21.3. Cookies

Africa Advertising CC use cookie technology which comprises tiny pieces of data or a small text file that is stored a subscribers computer's hard drive and which contains information about tyhe subscriber, so that the next time the subscriber visit the Africa Advertising CC system, the cookie reminds us of who the subscriber is, enabling us to achieve our goal of providing a valuable online experience to the subscriber.

21.4. Subscriber Data

The Subscriber Data collected by Africa Advertising CC is used solely in connection with granting the subscriber access to Africa Advertising CC system, and for purposes of monitoring the subscriber's use of the website so as to limit or prevent breaches of security.

22. Commencement and Duration

22.1. The application form submitted by the Customer to Africa Advertising CC will be treated as an offer by the Customer to make application for the Service/s. The Customer's offer shall only be deemed to have been received by Africa Advertising CC once this has been confirmed to the Customer by Africa Advertising CC. Although the Website is configured to confirm receipt of any offer ("Confirmation"), technical or other problems may delay or prevent such Confirmation. The Customer should contact Africa Advertising CC if it does not receive Confirmation from Africa Advertising CC shortly after having sent the offer. Confirmation shall not mean that a transaction has been concluded. It merely serves to confirm that the application has been received by Africa Advertising CC. Confirmation is deemed to have been sent by Africa Advertising CC as soon as this is reflected in Africa Advertising CC log files.

22.2. Africa Advertising CC Hosting Terms shall commence and become binding on the Customer with effect from the Commencement Date.

22.3. Africa Advertising CC Hosting Terms shall endure for an indefinite period until terminated in terms of the provisions of clause 14 below.

23. Service Fees

23.1. All Service Fees payable by the Customer in terms of Africa Advertising CC Hosting Terms for Services are payable in advance.

23.2. The Service Fees shall be payable either on a monthly, quarterly, bi-annual or annual basis as specified on the Website and are calculated in accordance with the rate schedule on the Website.

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23.3. The Service Fees shall be paid by way of Debit Order /EFT/ Cash &/or Cheque Deposit and the Customer hereby authorises Africa Advertising CC to effect the necessary transfers from the Customer's designated bank account at the beginning of each and every month for the continued duration of Africa Advertising CC Hosting Terms. The Customer shall ensure that the debit order is in place within five (5) days of the Commencement Date. A rejected debit order will accrue a handling fee of R50,00 per rejection.

23.4. The Customer shall only be entitled to pay cash for the Services in circumstances where the Service Fee is payable on an annual basis. This would exclude any incremental over-usage charges.

23.5. Where the Customer's use of any service commences during a month rather than at the start of that month, the Customer will be charged on a pro rata basis for those Services provided during that month.

23.6. Africa Advertising CC reserves the right to amend or vary the Service Fees from time to time and any amendment or variation of such Service Fees will be deemed to be an amendment of Africa Advertising CC Hosting Terms. In the event that Africa Advertising CC does amend its Service Fees, it will give the Customer at least thirty (30) days prior notice of such amendment to the Service Fees. If the Customer objects to any amended or varied Service Fees which affect it, it shall be entitled to terminate its relationship with Hetzner upon the terms and conditions set forth in clause 14.1 below.

23.7. The Customer acknowledges that it is not entitled to withhold any payment of any Service Fees due to Africa Advertising CC by reason of any alleged breach of Africa Advertising CC Hosting Terms by Africa Advertising CC or for any other reasons whatsoever. In addition, the Customer acknowledges that it is not permitted to apply set-off to or demand any discount, refund or reduction in respect of any Service Fees owed to Africa Advertising CC.

23.8. The Customer acknowledges that the Service Fees stipulated are inclusive of value added tax. Should any alterations to the Value Added Tax Act, 89 of 1991 be gazetted or promulgated during the duration of the Hetzner Hosting Terms, resulting in a high level of Value Added Tax being attracted to any payment due under the Hetzner Hosting Terms, such increased Value Added Tax shall be borne by the Customer.

23.9. In the event of a dispute arising between the parties, the Customer shall be obliged to continue paying the Service Fees as and when they become due and payable in terms of Africa Advertising CC Hosting Terms.

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23.10. The Customer may terminate the Service within:

23.10.1. Five (5) days after the Commencement Date should the Customer decide not to continue subscribing for the Service/s; or

23.10.2. within thirty (30) days after the Commencement Date should Africa Advertising CC fail to meet the service levels for hosting services and e-mail services as specified in the Specific Terms,

24. provided that the Customer's right to terminate shall be exercised by notice from the Customer to Africa Advertising CC transmitted via e-mail to afriadz@telkomsa.net In the event of the Customer terminating the Service for the aforesaid reasons, the Customer shall be entitled to a refund of any Service Fees. Africa Advertising CC shall not, however, be obliged to refund the Customer with any third party costs already incurred by Africa Advertising CC directly or indirectly as a result of the initial request for the Service. The Customer remains responsible for any third party costs.

25. Accurate and Up To Date

Africa Advertising CC will use its best endeavours to keep the subscriber information it collects as accurate, complete and up to date as is necessary for the purposes mentioned in clause 5 above, and Africa Advertising CC shall, from time to time, request the subscriber to update its personal information on the website . Subscribers are able to review or update any personally identifiable information that is held on the subscriber by accessing the subscribers account or by e-mailing us or phoning us. Please note that in order to better protect the subscriber and safeguard their personal information, we do take steps to verify the subscribers identity before granting the subscriber access to their account or making any corrections to their personal information.

26. Security

Africa Advertising CC uses encryption, firewalls and other security technology and procedures to help protect the confidentiality of your subscribers personal information and prevent unauthorised access or improper use thereof.

Our business is continually evolving and as such we reserve the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you the customer are up to date with all of our T&Cs. We will notify Customers of any significant changes we feel they need to be made aware of.

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INFORMATION

On this website we provide information about our company generally and for purposes of the ECT Act.

The ECT Act states that when we offer goods or services by way of certain electronic transactions, we must make the following information about us available to customers on websites where the goods or services are offered:

Full name: www.africaadvertising.co.za

Main business: Online Advertising / Web (internet) hosting

Website: <http://www.africaadvertising.co.za>

Official email address: accounts@africaadvertising.co.za