



Zyluco Pty Company Limited (Trading as Bcom) Terms and Conditions:

Bcom (hereinafter referred to as The Company) provides Internet World Wide Web website design, development, management and related services. The Company has certain legal and ethical responsibilities consisting with the use of its servers and equipment involved in these services.

The Company's general policy is to act as a provider of Internet presence. The Company has specific ethical concerns regarding the use of its computers detailed below. BCom reserves the right to suspend or cancel a customer's access to any or all services provided by BCom if we decide that the account has been inappropriately used.

Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of The Company is strictly prohibited.

Unauthorised use of other people's accounts or computers

The Company will strongly react to any use or attempted use of an Internet account or computer without the owner's authorisation. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorised use of accounts or computers by a customer of The Company, whether or not the attacked account or computer belongs to The Company, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE – The Company has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below **WITHOUT WARNING OR PRIOR NOTICE**. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.

Customers may not run IRC, bots or clients. Unacceptable uses also include, but are NOT limited to: unsolicited bulk emailing, newsgroup spamming, pornographic content (unless specifically authorised; specific fees apply), illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by The Company to be unacceptable use of our services including abuse of server resources.

Accounts may be terminated that include the following content or which have links to the following content:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual

- Displaying (without specific protections to be verified by The Company if authorised) material containing obscene nudity or pornographic material (these need to be specifically authorised by The Company)
- Displaying material that exploits children less than 18 years of age
- Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities

Abuse of Traffic

The Company's customers are privileged to be offered high traffic limits for their web sites. Our intention is to provide a large space to serve web documents, not an off site storage area for electronic files called from other servers or computers. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on The Company's servers. Any customer who violates The Company's Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

To maintain the integrity of our service the following limitations apply:

Sites offering download files or archives where 70% or more of their monthly traffic is from file downloads. Sites using more than 30% of system resources for longer than 60 seconds. Sites running multimedia files (QuickTime, Real Audio, Real Video, MP3). May become subject to CPU usage or bandwidth limits as appropriate to maintain the integrity of The Company's hosting services for other clients.

The Company will be the sole arbiter as to what constitutes a violation of this provision.

Unsolicited Email (Spam)

Unsolicited commercial advertisements are not allowed in e-mail, and will likely result in account suspension or cancellation. Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such. Sending a message, especially an advertisement, to more than five or six recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Upon your first Spam offence your domain will be disabled for 72 hours. Upon your second Spam offence we reserve the right to cancel your account. No refunds will be given if your account is terminated for Spam.

Spam is especially harmful to the business interests of The Company as The Company's upstream providers may discontinue service to The Company and The Company customers. In case of your spamming causing the discontinuance of The Company's bandwidth or the ability to serve customers you agree to indemnify The Company from losses occurring because of your acts, including but not limited to, customers unsubscribing, additional charges from The Company's upstream providers, lawsuits against The Company due to our failure to provide service because your act resulted in our providers discontinuing service, and costs relating to changing to another bandwidth provider.

Uptime Guarantee

(1.) Coverage

Whilst all measures will be taken to ensure a 99% uptime period for our servers and their websites, The Company can not be held responsible for any site/service downtime due to hardware/software/communications failures or other unspecified circumstances that cause a temporary cessation in service or events defined under Force Majeure.

(2.) Service Level Force Majeure

The Company endeavours to have the content of your web site available for http access by any party in the world at all times. However, should incidents beyond our control occur (floods, earthquakes, Acts of God, war, civil commotion, riot, failure of third party service providers etc. affecting you or affecting us: see restrictions below), we cannot be held responsible for the lack of Internet access to your Web site.

(3) Restrictions

Credit shall not be provided to you in the event that you have any outage resulting from (1.) scheduled maintenance as posted from time to time at The Company, (2.) your behaviour or the performance or failure of your equipment, facilities or applications, or (3.) circumstances beyond The Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site, or (4.) a client breaking any item in The Company's "terms of conditions and acceptable use policy" causing a machine to fail as a result.

Scripts

The Company does not allow just any scripts to be uploaded to our server as badly designed or configured scripts have a tendency to crash the server. Because of this The Company will not give clients access to the CGI-BIN directory and require that clients who wish to use scripts that need to be placed in the CGI-BIN directory first submit the script to The Company for checking. Once the script has been checked, The Company would then also handle configuration and installation of the script. A standard hourly fee of R250 per hour will be charged for the configuration and installation of these scripts.

Abuse of SMTP Mail Server

We do not allow clients to send more than 1200 pieces of e-mail per day. If you do send more than 1200 pieces of e-mail per day, your account will be placed on hold for Network Abuse. If you are sending legitimate e-mails and they total more than 1200 per day then the situation will be re-evaluated and a further charge (0.60c per additional meg of bandwidth) will be implemented.

Background Running Programs

We MAY allow programs to run continually in the background. BUT, these are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed. You need to contact us first before installing any such program.

24-Hour Guarantee

We will set-up your account within 24 hours of confirming and/or receiving your payment.

UN-METERED BANDWIDTH:

The Company offers certain hosting services with "un-metered bandwidth." These services bear no unit charges or usage limits, but are governed by reasonable and fair use. This means that The Company will not charge THE CLIENT for any bandwidth THE CLIENT's account uses, nor will The Company impose any limits on the amount of bandwidth that THE CLIENT may use, provided said use is deemed reasonable and fair by The Company. If The Company deems THE CLIENT's bandwidth usage to be abusive or unreasonable for the level of service that you have purchased, or your bandwidth usage threatens to impair the quality of other users' service, The Company may take steps to limit the amount of bandwidth THE CLIENT may consume, or request THE CLIENT to upgrade to a larger hosting option. Special hosting options can be designed for sites that require higher than normal bandwidth. THE CLIENT will be billed for traffic used in the event that traffic was as a result of the violation of The Company's Terms and Conditions.

Backup Policies

We strive to backup all of our customer data at least once a week. Customers must understand that these backups are meant for whole servers, not individual accounts. In other words, if the whole server fails, we may be able to restore ALL server accounts, but we may not be able to restore individual files and accounts on a per customer basis. They must also understand that restoring all account on a given server after a server crash can take up to 72 hours. A customer with a personal, current backup may, at times, be able to restore his or her own account faster than us. We therefore highly recommend backing up your accounts personally every day.

BILLING POLICY

Accounts 30 days past due may be subject to cancellation without notification, which may result in deletion of all of THE CLIENT's files, including email, backups, databases and domain name.

All overdue accounts shall be charged interest on a monthly compounding basis.

THE CLIENT is responsible for all collection costs and attorney's fees on any outstanding amounts.

The Company does not issue invoices or statements as normal practice. The SARS is happy to accept claims against debit order deductions. Invoices will be issued upon request.

The fee for the hosting service is payable in advance.

The yearly domain renewal fee together with and administration fee will be billed separately.

The Company only accepts monthly payments made via debit order or post dated cheques.

PAYMENT VIA DEBIT ORDER

THE CLIENT agrees that submission of bank account information to The Company constitutes authorisation by THE CLIENT for The Company to debit the specified bank account for all fees owed by THE CLIENT to The Company.

The debit orders normally run on the 1st day of each month. (This may vary depending on public holidays and weekends.)

The first time the debit order runs, it will normally include a pro-rata hosting fee, a set-up and/or domain registration fee if applicable as well as next months hosting fee.

The debit order system closes on the 20th of each month. All updates should reach us by the 18th of each month.

THE CLIENT is responsible for all bank fees, penalties or levies that are as a result of the use of a debit order. This includes any fees the bank may charge THE CLIENT as a result of THE CLIENT having insufficient funds at the time the debit order is presented.

The Company normally runs one monthly debit order per domain name.

ADMINISTRATION FEE

The Company will charge an administration fee for all returned debit orders and all returned cheques irrelevant of the reason for the debit order or cheque being returned or the account being declined. The administration fee is currently R50 or 20% of the transaction value, whichever is the greater amount.

The administration fee is subject to change without notice.

Cancellation & Refund Policy

In the event of a client cancelling an order placed with The Company and where the client has made one or more prepayments for part or all of the agreed services, The Company will not issue any form of refund but will:

- Deduct from the client payment(s) all charges / fees in respect of work already done.
- Issue a credit note for any balance due to the client. Said credit note may be used against future website development service provided by The Company but said credit note must be utilised within the Financial Year of issue (valid until the last day February).

The Company reserves the right to cancel service at any time. The Company cannot refund fees paid in advance of cancellation if The Company institutes its right of cancellation due to a fault by the customer. The Company will refund hosting fees only in case of cancellation due to the Company going out of business or being unable to satisfy a customer's request for an account within a given amount of time. Set-up fees are not refundable, but they can be exceptionally refunded if we were unable to perform the services ordered by you. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space, etc.)

All of The Company's Web-hosting plans are non-refundable. If you are not completely satisfied with our services or support, you may elect not to renew your contract at the expiration of your term of hosting. You must however notify us at least 15 days in advance. Set-up and other fees paid by you for specific services are refundable only if we are unable to perform the services ordered by you within a reasonable amount of time. Due to security concerns, a number of steps will be taken to ensure that the person requesting cancellation is the person who owns the account. For the protection of our clients, phone or email requests will not constitute acceptance of any cancellation until we have implemented other checks and balances. Refunds will be made by company check or issued back to your account within 30 days of receipt of cancellation.

Intellectual And Actual Property Rights

Material accessible to you through The Company's services may be subject to protection under South African or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use The Company or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the The Company network. If you use a domain name in connection with The Company or similar service, you must not use that domain name in violation of any trademark, service mark, or similar

rights of any third party. The Company will not divulge details of or supply any Intellectual or Actual Property that The Company owns (to include but not limited to such things as technical know-how, tools developed or used by The Company in providing websites and related services for use by the client) to any client unless at The Company's sole discretion it determines to do so.

Network Security

Customers may not use The Company's network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. The Company will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Electronic Commerce

Please note that special rates and packages to compensate for special bandwidth and disk space apply. Please contact us should you wish to offer an e-commerce option on your website. You will be solely responsible for the operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libellous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising therefrom.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

IP Address Ownership

The Company shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by The Company and The Company reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Domain Name Registration

If requesting domain name registration through us, Customer agrees to pay The Company prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the The Company price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. The Company reserves

the right to change fees, surcharges, and renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an email from The Company to the email address indicated in Customer's registration application. Should the necessary domain name registration costs not be paid, we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. The Company will reinstate Customer's domain name registration solely at The Company's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Lawful Purpose

The Company reserves the right to refuse service to anyone. Customers may only use The Company's server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of The Company management..

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD The Company HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST The Company, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS The Company AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH The Company'S SERVER; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM The Company'S SERVER.

Disclaimer

The Company WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. The Company MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. The Company DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY The Company AND ITS EMPLOYEES. The Company RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

ALL CLIENTS, SUB-NETWORKS, AND RESELLERS OF The Company MUST ADHERE TO THE ABOVE POLICIES.

FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

Privacy Statement

The Company follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.

Agreement

By hosting your account with us and by ordering any of our related services, you are, explicitly, expressly and unequivocally agreeing to the terms and provisions of this agreement, which takes a contractual effect immediately from the moment of your order to the time when the service is provided.