DIGI TREAD MEDIA

www.digitread.co.za

Tel: 083 741 1310

Fax: 086 603 5349

info@digitread.co.za

LAST REVIEW DATE: **01 / 10 / 2018**

END USER AGREEMENT

Hosting Terms & Conditions Digi Tread Media PTY(Ltd)

By applying for and/or using any of our services, you agree to and are bound to the terms as specified in this document. You agree that the terms set out in this agreement are subject to change and it remains your responsibility to regularly check for changes to the terms herein. If you at any time no longer agree with the terms specified herein, you are not eligible to make use of any of our services and termination will become effective at the end of the normal notice period.

DEFINITIONS

1. "Digitread Media" means Digi Tread Media (Pty) Ltd trading as Digitread Media or any other entity which Digitread Media (Pty) Ltd may assign, cede or delegate any of its rights or obligations to.
2. "Digitread Media Server" means servers, external systems, hardware, software, databases operated together as a system by Digitread Media and/or its service providers to provide any service, including without limitation e-mail services, hosting services and backup services.
3. "Digitread Media Website" means the Internet website published at the URL "www.digitread.co.za" or any other URL that Digitread Media may use.
4. "Agreement" means the terms and conditions herein and all annexures or addendums.
5. "Client" or "You" is the party described on any service application, invoice or quotation.
6. "Client Data" or "Your Data" means electronic representations of data and information in any form:
    6.1. transmitted to using the Digitread Media Server,
    6.2. transmitted via the Digitread Media Server,
    6.3. stored on the Digitread Media Server,
    6.4. used in the utilization or processing of a service.
7. "Client Zone" means the client portals provided by Digitread Media and/or its service providers.
8. "Domain" or "Domain Name" means an Internet address registered with an authorized registrar comprising its relevant records including, but not limited to, hostnames, aliases and mail exchange ("MX") records.
9. "Emergency Maintenance" means any maintenance to the Digitread Media Server or its service providers' infrastructure, intended to remedy existing issues or prevent imminent issues that are likely to cause downtime, an interruption to services, or substantial loss to Digitread Media or its service providers, the client or any other third party.
10. "Industry Standard" means obligations, applicable laws, codes of conduct, relevant standards observed in good faith by skilled professionals in the applicable industry.
11. "Intellectual Property Rights" means patents, registered designs, trademarks, copyright, trade secrets, creative rights, service marks and other intellectual property rights, including but not limited to confidential information.
12. "Malicious Code" means anything that contains any computer software routine or code intended to:
    12.1. allow unauthorized access or use of a computer system by any party,
    12.2. disable, damage, erase, disrupt or impair the normal operation of a computer system,
    12.3. any back door, time bomb, Trojan horse, worm, drop dead device or computer virus.
13. "Software" means any computer programme, database structure or content, artistic work, screen layout, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.
14. "Supplier" or "Service Provider" means a supplier of goods and/or services to Digitread Media.
15. "User/s" means the client or any other person accessing any of the services provided by Digitread Media.
16. "Website Design" means the creation of a website which consists of a website template, any number of content pages and its content. Websites are created for CMS systems such as WordPress or Joomla.
17. "Website Development" means the creation of complex backend systems for a website that requires advanced programming skills.
18. "Hosting" means the storage of website and related files, including but not limited to e-mail on a physical server rented by Digitread Media.
19. "Internet Services" means any electronic service related to the Internet such as e-mail, web design, programming, marketing and backups.

20. "Print Media" means any artistic work created for print publishing.
21. "Internet Marketing" means the utilization of paid advert solutions such as Google Ads or Bing Ads.
22. "Social Media Marketing" means the creation, promotion and utilization of paid content on social media platforms.
23. "Software Programming" means the creation of web-based software, computer programs or mobile apps.

1. Goods and Services

1.1. Digitread Media provides a wide range of Internet and print media services, including but not limited to:

1.1.1. Website Design & Development

1.1.2. Website & E-Mail Hosting

1.1.3. Internet and Social Media Marketing

1.1.4. Software Programming

1.2. The nature of goods and services will be described within quotations and/or written service proposals.

2. Client Zone

2.1. The client has access to various control panels, depending on the services in use:

2.1.1. CPanel Hosting Control Panel

2.1.2. Webmail web-based e-mail client

2.1.3. WHM Advanced Hosting Control Panel for users with bulk or reseller accounts

2.1.4. Sage Accounting Client Zone – the client zone can be accessed from a link in the e-mailed invoice

3. Service Level Agreement (SLA)

3.1. Digitread Media provides limited on-site support:

3.1.1. E-Mail setup on user computers

3.1.2. Training on created software

3.1.3. TeamViewer Support

3.2. Due to the nature of the Internet and our services offered, support can be offered remotely.

3.3. Response times vary based on the nature of support. On-site response times are longer than remote response times using services such as TeamViewer.

3.4. Response times and on-site support requirements will be described within quotations and/or written service proposals.

4. User Information

4.1 You agree to provide Digitread Media with true and correct personal information and to regularly update your personal information as necessary (refer: clause 4.6).

4.2 You grant Digitread Media permission to process your personal information and to store your personal information on online systems to provide services to you (refer: clause 4.3, 4.4, 4.5).

4.3 Digitread Media uses Sage Pay to process online payments and monthly debit orders. When using our debit order facility, you give Digitread Media permission to store your personal information and bank details on the Sage Pay Merchant system. This is necessary for Sage Pay to process payments. Your financial information such as bank details and credit card details are only stored on the Sage Pay Merchant system. If you completed a debit order form, this form is stored offline as required by the service providers.

4.4 Digitread Media uses Sage Accounting to process invoices, quotes and payments. When using any of our services, including requesting quotes, you give Digitread Media permission to store your personal

information on the Sage Accounting. This is necessary for Sage Accounting to process invoices and quotations.

4.5 Digitread Media uses e-mail newsletter services to process periodically send you important notifications and updates. In order to provide you with important information from time to time, your personal information is stored on the applicable service's system.

4.6 When registering or transferring a domain name, your personal information is used to register your ownership of the domain. Digitread Media is required to keep the domain record details up to date regularly. You consent to the use or sharing of your personal information with relevant 3rd parties to comply with regulatory requirements within the guidelines of applicable privacy legislation.

4.7 Digitread Media reserves the right to, at any time, request verification of the identity of clients. Failure to produce such verification could result in suspension or cancellation of services.

4.8 You grant Digitread Media permission to retain your personal information as part of its required accounting data retention for a period of 5 years.

5. User Conduct

5.1 Clients will be held accountable for any malicious conduct directed towards Digitread Media and/or its staff.

5.2 Abusive behavior towards Digitread Media and/or its staff and service providers will not be tolerated.

5.3 Abusive behavior includes, but is not limited to aggression, bullying, offensive language or conduct, threats, humiliation, harassment and intimidation.

5.4 All communication and requests by the Client for the provisioning, modification or termination of services and for modification of any personal information must be made from the client's official (registered) e-mail address. Digitread Media reserves the right to ignore any request made in any other manner.

5.5 Services offered are subject to an Acceptable Use Policy which clients and users are required to adhere to.

5.6 You are required to pay invoices and any fees due before or on the invoiced due date. Interest will be added to overdue accounts at the rate of 2% per month, calculated from the due date of payment to the date of actual payment.

5.7 Digitread Media reserves the right to refuse service or reinstatement of services based on the client's prior conduct.

6. Payments and User Responsibility

6.1. It remains your responsibility to subscribe to the correct products per your needs. Digitread Media provides goods and services based on the information provided by the client and Digitread Media offers no warranty as to the suitability of the services requested by the client.

6.2. Digitread Media has a responsibility towards its service providers. Failing to pay your invoices on time may lead to account suspension and/or termination and/or administrative fees and possible reconnection fees. Services are invoiced in advance.

6.3. Digitread Media only accepts Debit Order and online payments via Sage Pay for monthly services. EFT payments are only accepted by prior arrangement at Digitread Media's discretion. Cash deposits will incur a service fee.

6.4. The Monthly debit orders will be submitted monthly in advance on 25th of each month or the last business day before the 25th, should this day fall on a weekend or public holiday.

6.5. Digitread Media will not accept any liability or responsibility for delays or suspensions due to use of incorrect or non-approved payment methods by clients.

6.6. Non-payment of any fees by its due date, whether as result of unpaid debit orders, declined cards or any other issue may result in immediate suspension of services. Digitread Media reserves the right to suspend any services for non-payment until all arrears are settled in full.

6.7. If the client remains in default of fees for a calendar month after suspension, Digitread Media may terminate the agreement and services with immediate effect. The Client will remain liable for all fees and charges for any period of suspension.

6.8. Digitread Media may charge admin and reconnection fees for failed or returned payments that result in suspension. Such fees are payable immediately and in conjunction with the outstanding fees.

6.9. All fees, including annual fees and advanced payments, once paid are non-refundable.

6.10. Digitread Media reserves the right to, at its own discretion, terminate services where a client has shown a repeated disregard for timely payments or debit orders consistently fails.

7. Cancellation and Termination

7.1. Either parties may terminate services under this agreement by giving the other a calendar month written notice, including email, and without liability.

7.2. You acknowledge that Digitread Media may terminate this agreement and/or services in the event of termination of its agreement(s) with a service provider.

7.3. If the client has not complied with a requirement of this agreement, Digitread Media may suspend services until the client has complied. If the client fails to comply within a reasonable period, Digitread Media may terminate this agreement and services and will not be liable for any damage that the client may suffer as result.

7.4. Clients using public and/or social platforms to spread libel, false allegations, unreasonably or maliciously diminish the reputation of the Digitread Media and/or its staff may have their services suspended or terminated, depending the severity and circumstances of the incident(s).

7.5. Digitread Media may suspend or terminate services of a client in its absolute discretion by providing email notice if:

7.5.1. the client commits a serious or repeated breach of this agreement or the client engages in any conduct which, in Digitread Media's opinion, would have a negative impact on Digitread Media, its staff or its other clients,

7.5.2. fees are not paid timely and in full before or on the due date,

7.6. fraudulent or incorrect information was provided by the client,

7.7. the client's use of the services may result in the commission of a crime or is otherwise unlawful.

7.8. Upon suspension or termination, the client will not be eligible for reimbursement / compensation

8. Liability & Indemnity

8.1. Digitread Media will not be held liable for any damages, loss, claims and costs, whether direct, indirect, consequential, suffered by the client or any third party.

8.2. In addition you agree to limit Digitread Media's liability and indemnify Digitread Media, its service providers, directors, officers, employees and other representatives, as well as any third parties whose networks are connected to the Digitread Media Server for:

8.2.1. Any damages resulting from the use of incorrect products as required for your needs.

8.2.2. Any damages resulting from service interruption. Services are subject to force majeure, service provider outages and Digitread Media cannot guarantee uninterrupted service availability.

8.2.3. Any damages and/or data loss due to incorrectly configured e-mail client settings, including but not limited to server types (POP3/IMAP), server settings (SMTP) and automatic mail deletion.

8.3. In the event that Digitread Media is held liable by any court, Digitread Media's liability will not exceed the monthly or pro-rata fees due for the service that resulted in the loss, up to three (3) months, regardless of whether the claim arises out of negligence on the part of Digitread Media.

8.4. Nothing contained in this agreement will limit the client's liability in respect of charges incurred for ongoing services.

9. Acceptable Use Policy

9.1. Digitread Media's website and services are designed to facilitate reasonable use.

9.2. Digitread Media reserves the right to suspend or terminate users who are improperly using features of the systems to:

9.2.1. exploit or overload the server bandwidth or other server resources, including or not limited to CPU loads, sending of bulk e-mail or SPAM and overloading email queues

9.2.2. exploit bugs or limitations in the system design to gain unauthorized access, commence in fraudulent activities or commit crimes

9.3. Digitread Media reserves the right to deem an activity as a violation of the Acceptable Use Policy due to "unreasonable use" and will take appropriate action based on the circumstances and severity of the incident(s).

9.4. Digitread Media reserves the right to remove any content hosted by a client which it considers illegal or in violation of the AUP or for which it has received a takedown notice.

9.5. The client may be liable for penalties and fines based on the circumstances and severity of the incident(s).

10. Data Backup

10.1. Full account backups are made regularly by Digitread Media's server provider. Backups for up to 20 days can be accessed and restored via CPanel.

10.2. Full off-site backups are made regularly by Digitread Media. These backups are only accessible on request.

10.3. Additional backups, such as e-mail backups, can be arranged as part of an SLA at additional cost.

10.4. Although every reasonable effort is made to backup the client's data, Digitread Media gives no warranty in respect of the effectiveness of such backups and cannot be held liable for any data loss or data corruption. It remains the user's responsibility to make their own backups, which can be done in CPanel.

10.5. You grant Digitread Media permission to retain backups for up to one year after termination.

11. Jurisdiction

11.1. This Agreement, services offered by Digitread Media and the interpretation shall be governed by the laws of the Republic of South Africa and the courts of South Africa will decide on any litigation or disputes.

11.2. In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

12. Transferability

12.1. Should Digitread Media be acquired or transfer of any or all of its services to another company, such services and services agreements will be transferred to the acquiring entity. Clients affected will be notified of such changes within 30 days.

12.2. Should the client change ownership, this and all related agreements will be transferred to the acquiring entity. The client agrees to notify Digitread Media of such changes within 30 days.

13. Security

13.1. Digitread Media's server provider implements measures in line with Industry Standards to ensure the security of the Digitread Media Server and the physical security of the service provider's premises. However, Digitread Media and its service providers give no warranty that breaches of security will not take place.

13.2. If the client discovers a security violation or thinks that a security violation is imminent, it must immediately notify Digitread Media in an appropriate way that does not further compromise security concerns.

13.3. If the client suffers damage as a result of the loss or corruption of client data through a security violation, the client will be liable for the damage if the violation was the client's fault.

13.4. The client may not in any way interfere in the operation and/or the security of the Digitread Media Server, and must take all reasonable measures necessary to ensure that:

13.4.1. no unlawful access is gained to the Digitread Media Server or the client's own system(s)

13.4.2. no malicious code is introduced into the Digitread Media Server

13.4.3. the client data is safeguarded

13.5. If a security violation occurs, or Digitread Media suspects that a security violation is imminent, Digitread Media may take all precautions necessary to maintain the proper functioning of the Digitread Media Server including without limitation:

13.5.1. changing the client's usernames and passwords

13.5.2. preventing access to the Digitread Media Server

13.6. Digitread Media's server provider takes reasonable measures to provide disaster recovery but does not warrant that recovery will be successful or that it will be completed within any time limit.

13.7. The client will be required to give full cooperation to Digitread Media in any investigation that may be carried out by Digitread Media and/or its service providers regarding a security violation.

13.8. If the client is providing any service to third parties that make use of the Digitread Media Server, the client must contractually bind those third parties to equivalent terms regarding security as are set out in this clause 15.

14. Notices (domicilium citandi et executandi)

14.1.

Digitread Media,
2 Sao Bras Street,
Mossel Bay, 6500, South Africa

14.2. Any notice that Digitread Media sends by email to an email account hosted on the Digitread Media Server by the client will be deemed to have been received by the client on the date of transmission.

14.3. If a written notice or communication is actually received by one of the parties from the other, this will be adequate written notice or communication to that party.