

## HOSTING TERMS AND CONDITIONS

Please read this document carefully. It contains important information about your rights and obligations and your access to and use of this website and/or Services.

Konsortium Solutions (Pty) Ltd, is hereafter referred to as Konsortium Solutions.

### 1. Operator of Website and Definitions

This website is operated by Konsortium Solutions with offices for purposes of correspondence relating to this website situated in Pretoria, South Africa.

In these Terms: Services means any functions, facilities, applications, information or other services available through this website (including, where applicable, ISP (internet service provider and/or internet access) services).

Terms means these terms and conditions.

User or you means any person who accesses or uses this site, with or without Konsortium Solutions' authorisation and whether or not you are registered to use this or part of this site or a member or registered User of a Service offered through this site.

This website or site means the website (home page and underlying web pages) or other collection of information and/or applications operated by Konsortium Solutions and available for access via physically linked or wireless networks (including the internet and networks accessible using wireless application protocol or similar (wap) technology) through access devices such as PCs, laptop computers, mobile telephones, PDA's, digital cameras, televisions or other network-enabled devices, on which these Terms are posted or which is expressly referred to in connection with User being requested to agree to these Terms. Any reference to this website or site includes a reference to any related wap site. Certain other terms are defined in the text below.

## 2. Access and Use of this Site

By accessing, browsing or downloading any part of this site or its content, or posting or uploading to this site, or any other use of this site and its content, whether as a registered User or an unregistered visitor, you agree to comply with these Terms, without modification (which form a contract between you and Konsortium Solutions) and all relevant applicable laws.

If your access to this site, or to any part of it or to any Services is subject to the payment of a subscription fee, Konsortium Solutions may deny or suspend access in the event of late or non-payment of any fee due. You are responsible for obtaining the relevant hardware and software equipment and paying all telephone (or other network) charges necessary to access and use this site and the Services.

Access to this site or to the Services may be limited to a maximum number of times and/or duration in a given period of time. This site or certain parts of this site may contain adult or mature content. To access and view such content, you must be (and you represent that you are) at least 18 years old. If you permit children to access and view this site, you are responsible for supervising such access and determining which content or Services may be appropriate for children and which may not. Note that through this site or certain parts of the site it may be possible for children to make available publicly personal information relating to themselves.

You agree not to access this site by any means other than through the interface that is provided by Konsortium Solutions for use in accessing the site.

## 3. Other Terms and Rules etc.

These Terms are in addition to any terms that may apply to Users under a distribution, licence or sale agreement or terms, or other applicable agreements and terms. Where this site or part of this site contains rules, guidelines, codes of conduct, further terms or other directions to Users, Users undertake that they shall also comply with such rules, guidelines etc. In the event of any conflict or inconsistency, these Terms shall prevail.

If you do not agree to any of these Terms (or any such other rules, guidelines etc.), you may not use this site.

These Terms may contain provisions which contemplate functionalities or Services that are not (and are not intended to be) available through this site. To the extent that any provision of these Terms relates solely to such functionalities or Services, they shall be of no force or effect and shall not affect the validity of the other provisions.

#### **4. Passwords and Account Details**

User is responsible for maintaining the confidentiality of his or her password, account number, ID and other details (if any) and for all activities under User's account. Any unauthorised use of User's account or other breach of security should be reported to Konsortium Solutions immediately. Your registration and/or subscription is personal to you and you may not disclose or make available your account name, ID or password to others. Any disclosure by you of your account name and password may result in termination of your registration and/or subscription and, where you register for fee/subscription-based content/Services, such termination shall be without refund and may be subject to additional charges based on unauthorised use.

#### **5. Changes to the site and these terms**

Konsortium Solutions and/or third party providers may make improvements and/or changes in products, support, Services, Utilities, prices and/or other Site content (including these Terms) at any time with or without notice.

Konsortium Solutions may provide notice of changes to these Terms (or other Site content) by displaying notices on this site or other communication means. Users who access this site after changes have been posted on the site or otherwise communicated, shall be bound by such changes as soon as such notices or new Terms are posted to the site or otherwise communicated, even if User does not visit the page on which the change or new Terms are displayed. Frequent review of this site and these Terms is therefore recommended.

#### **6. Permitted and Prohibited Use of this Site**

Access to, and use of this site, including viewing, downloading, reproducing, displaying, posting and publishing: – data, graphics, images, photographs, designs, descriptions, information, and text – video, audio, music, and sound compilations – utilities, software (including applets and any software made available to Users in connection with, or to

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Any other use of Site content including reproduction for purposes other than those noted above, modification, distribution, transmission, downloading of Site content (other than page caching), republication or reverse engineering – without the prior written consent of Konsortium Solutions– is prohibited (except to the extent such prohibition is prohibited by applicable law). Without limitation, permission to use Site content does not include – resale or commercial use or distribution of Site content – collection and use of any product, support or service listings, descriptions, or prices – derivative use of this site or Site content (including framing) – downloading or copying of account information for the benefit of another merchant – any use of data mining, robots, or similar data gathering and extraction tools – any use of Site content on any other website, server or networked computer environment – or any use of Site content which suggests an association with any Konsortium Solutions or Konsortium Solutions Affiliate products, support or services, except as expressly provided by written agreement between relevant parties.

User shall not use this site or the Services in a way that breaches these Terms (or their spirit) or any applicable law or regulations (including those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment of this site or the Services. User may not attempt to gain unauthorised access to any part of this site, other User accounts or any computer systems or networks connected to this site, whether through hacking, password mining or any other means. User may not collect or attempt to collect personal information relating to others through this site.

## 7. Copyright – Ownership of Site Content

Konsortium Solutions does not transfer title to any Site content downloaded or used by User. Site content, including its selection and arrangement, is owned by Konsortium Solutions or Konsortium Solutions Affiliates and/or their content and technology providers and is protected by copyright and other laws. Limited permission to use Site content (for the purposes stated in the preceding section) is specifically conditioned on User's recognition, observance and retention of all copyright, trademark and other proprietary notices in Site content, and all proprietary and other intellectual property rights of Konsortium Solutions or Konsortium Solutions Affiliates and/or content and technology providers, in Site content. User shall not have any ownership rights in any e-mail address, URL or other personal identifier that may be allocated to, or chosen by, him or her for the purposes of any Services available through this site and User's limited rights to use such identifier/address shall continue only for so long as User's registration/User account remains valid for access to this site or the relevant Service. After termination of such validity by Konsortium Solutions for any reason, Konsortium Solutions shall be free to use and/or allocate to other Users any such identifier/address.

Any unauthorised use or copying of Site content, or use of Site content which breaches these Terms (or their spirit) may violate trademark, copyright and other proprietary rights, and civil and criminal statutes. Users shall not use any Site content (or any other content made available through this site) in any manner that infringes any trademark, copyright or other proprietary rights. Konsortium Solutions reserves all rights with respect to such unauthorised use or breach of these Terms.

## 8. User Content – Uploaded or Provided Information/Material

In these Terms, User content is information or other content, which is or may be provided to Konsortium Solutions or inputted or uploaded by User via this site or related means, including (without limitation) pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, personalisation settings and other information.

By uploading User content to this site or sending or making available User content to other Users or Konsortium Solutions and Konsortium Solutions Affiliates, pursuant to or by reason of site, Services or Site content use or otherwise, User automatically grants (or warrants that

the owner of such User content expressly granted) Konsortium Solutions, Konsortium Solutions Affiliates and their designees a perpetual, royalty-free, irrevocable, and non-exclusive right and license to use (including commercial use and exploitation), copy, sublicense, reproduce, modify, adapt, publish, translate, publicly perform, display and distribute User content (including any ideas, concepts, know-how or techniques contained therein), and create derivative works from and incorporate User content (or any part thereof) into any form, medium, or technology now known or later developed throughout the world. In addition, User warrants that it has the rights necessary to grant such licence and that all so-called “moral rights” in any User content have been waived. All User content will be considered non-confidential, not subject to any use restrictions and no User content will be subject to any obligation of confidence on Konsortium Solutions’s part.

However, this section does not apply to any personal information submitted by a User which identifies him or her. This will be processed only as provided in the personal data section of the data or registration submission form of this or related Konsortium Solutions websites, elsewhere in these Terms and any other terms and conditions which apply specifically to any relevant transaction (if any) between User and any Konsortium Solutions Affiliate.

### **9. Prohibited and Restricted User Content**

Konsortium Solutions prohibits the transmission, distribution, dissemination, uploading, posting, submission, sharing and storage on, via or through use of this site (together, uploading) of User content which it considers (in its sole discretion) to be inappropriate or distasteful. Such User content includes (without limitation) communications with – pornographic, profane, sexist, homophobic, defamatory, deceptive, vulgar, obscene or offensive content – ethnic, racist or religious slurs or derogatory epithets – advocacy of violence, hate or unlawful activity – depictions of child abuse, child pornography or sexually suggestive poses – advertisements, surveys and contests – price-sensitive information relating to publicly listed securities – and material that could give rise to any civil or criminal liability under any laws.

Konsortium Solutions prohibits the uploading or use of Site content or transmission of User content with a primary or secondary purpose or effect – to sell, distribute or promote firearms, weapons or controlled substances, make-money-fast schemes, pyramid or chain letters, fraudulent or otherwise criminal offers – to register another email address other

than your own – to distort auctions or other markets (including public quoted securities markets) – to threaten or harass others – to disrupt discussions or to create a false identity for the purpose of misleading others – to convey sexual requests from, for or to a minor – to make racial slurs or comments – to impersonate any person or misrepresent your affiliation with any person or entity.

User shall not advertise or offer to sell or buy any goods or services for any business purpose, unless the relevant Forum or Service specifically permits this. Konsortium Solutions reserves the right (but does not accept any obligation) to delete or restrict Users' access to relevant Site content and/or User content and/or to pass relevant User content and/or information relating to User (including personal information) to any appropriate authority where User content is uploaded in breach or suspected breach of any of these Terms (or their spirit or other applicable rules or terms) or any applicable law or regulations, without any requirement for any claim or complaint to be formally commenced or proved.

#### **10. Materials protected by copyright and other intellectual property**

Konsortium Solutions prohibits the uploading of content that contains music, software, images (still or moving), literary or artistic works or other material protected by intellectual property laws (or that may infringe others' intellectual property rights), unless the User owns or controls the exclusive rights thereto or has received all required consents (which the User warrants if such content is uploaded). Konsortium Solutions prohibits the uploading of actual or suspected copyrighted materials, the use of which is unauthorised, or counterfeit materials.

#### **11. Personal information**

Except for personal information of a User submitted by that User for registration and/or account opening purposes or (if applicable) personal information relating to other natural persons known to a User for inclusion in that User's online address book, Konsortium Solutions prohibits the uploading of any User content which discloses personal or private information concerning any individual or entity, including telephone number(s), e-mail or physical addresses, User account numbers, passwords and financial information.

Where personal information relating to, or images of, another natural person are uploaded by a User for inclusion in that User's online address book, photo album (or for any other purpose), the User warrants that such person (the data subject) has given his or her consent

to such submission and to the data processing that this involves and any other usage of such User content contemplated by these Terms or on this site.

## 12. 'Spam' and Upload of destructive materials

All forms of 'spam' or junk e-mail, including uploading or sending multiple unsolicited submissions to different discussion groups, mailing lists, and all activities that facilitate spam, are prohibited on or via this site. Unless Konsortium Solutions' actual damages (where reasonably calculable) exceed this amount (in which case the actual damages shall be payable by User), by way of liquidated damages, you agree to pay Konsortium Solutions R5.00 for each item of 'spam' sent through your User account in breach of these Terms. Konsortium Solutions prohibits the uploading of computer programs, files and other materials that contain destructive or disruptive features such as viruses, corrupted files, 'hidden' files (such as image files with audio files embedded), worms, trojan horses, or bots for the use of scrolling, showing multiple screens, and other activities that can be disruptive to website integrity or functioning or online communication generally.

## 13. Review of User Content by Konsortium Solutions

Through this site, Konsortium Solutions merely offers a 'venue' for Users to access certain specified services, Utilities and/or information. Konsortium Solutions cannot and does not undertake to screen, review, edit, censor or otherwise filter or control User content or the behaviour of Users of User content or Site content.

However, Konsortium Solutions may, but shall not be obliged to, review, either by manual or automated means, all User content which is or may be uploaded on this site, and monitor or review any areas of this site where Users transmit or post communications or communicate with each other or Konsortium Solutions (as applicable) including without limitation chat rooms, news groups, bulletin boards, community pages, photograph albums, personal web pages or other use areas and forums (Forums), as applicable. Konsortium Solutions retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User content, without notification, which it, in its sole discretion, considers to be inappropriate or distasteful or otherwise in breach of these Terms (or their spirit) and without any requirement for any complaint or claim in respect of the relevant User content to be formally commenced or proved. Konsortium Solutions retains the right (but is under no obligation) to co-operate with any law enforcement authorities or in



response to court and other official requests directing that Konsortium Solutions disclose the identity of anyone posting User content.

#### **14. No Liability – User Content and Site Use**

The materials, information and opinions (which may include User content) included and/or expressed in or on Forums (or via any other means of accessing User content) are not necessarily those of (or endorsed by) Konsortium Solutions or Konsortium Solutions Affiliates or related entities. All User content should be considered expressions of opinion only and not statements of fact. Any User content and/or Services you obtain or use, or convey through site use, including use of any Forums, will be at your own discretion and risk and are subject to the disclaimers and liability limitations in these Terms. The security of this site and User content cannot be guaranteed.

You understand that whenever you release personal or other information online – for example, via message boards or chat rooms and other Forums – that information can be collected and used by people you do not know. While Konsortium Solutions makes all reasonable commercial efforts to protect your personal information and privacy, it cannot guarantee the security of any information you disclose online. You make such disclosures at your own risk. Except in relation to personal information submitted by a User for the purposes of registration or opening or updating that User's account (in relation to which Konsortium Solutions makes all reasonable commercial efforts to protect your privacy), Konsortium Solutions shall not be liable in respect of (and disclaims all liability in relation to) User content submitted to an area of the site designated as (or expected to be) a private, personal or limited access area of the site which becomes available to persons other than the User who submitted the User content. Similarly, Konsortium Solutions shall not be liable in respect of (and disclaims all liability in relation to) any non-availability of User content submitted to an area of the site designated as a public area of the site or other Forums where Users other than the User who submitted the User content may gain access to such content.

Konsortium Solutions is under no obligation to become involved in any dispute that you have with other Users or in any incident that you are party to with other Users, or that are affected by or otherwise related to this site.

Konsortium Solutions disclaims all liability relating to any User content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any User content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User content and any other User content.

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Konsortium Solutions shall have no responsibility for unauthorised access to User's account, or automatic forwarding of messages and/or viruses (caused by viruses or otherwise) to persons whose details have been submitted by a User for inclusion in, any on-line address book available through this site. The limitations on and exclusions of liability in these Terms apply regardless of whether the liability is based on breach of contract, tort (including negligence or defamation), strict liability, breach of warranties, or any other legal theory.

### **15. Storage and Loss of User Content**

Where Konsortium Solutions provides e-mail facilities, web hosting or other services via this site involving the provision of computer storage space, or in relation to other relevant Services, Konsortium Solutions reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space (e.g. a maximum total limit and/or a maximum per file/e-mail size limit), time/age of files (e.g. e-mails older than 180 days), number and/or size of files (e.g., a maximum number of e-mails that may be sent from, stored within or received by your account), amount of data down- or uploaded or any other criteria Konsortium Solutions may specify. Without limiting the following paragraph, material which exceeds any such limit may be deleted or not accepted for such storage. Users may not on-sell any storage space offered through this site.

Konsortium Solutions shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of User content uploaded to this site, whether caused by computer virus, unauthorised access or otherwise. Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content. Konsortium Solutions reserves the right to deny access to this site and delete User content at any time without notice.

#### **16. No Warranties – Site Services and Site Content**

All Site content and Services are provided “as is” and “as available” and Konsortium Solutions expressly disclaims, to the maximum extent permitted by applicable law, any warranties and representations of any kind (Warranties) with respect to Site content and Services, either expressed or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third party intellectual property rights.

Without limitation: Konsortium Solutions gives no Warranty that Site content is appropriate, available or permitted for use in all locations, that it is virus-free or as to its interoperability with any hardware, software or content or as to User’s ability through this site to access or interact with any other service providers, networks, users, or informational or computing resources through the internet. Those who access this site and use Site content and/or Services are responsible for compliance with all applicable law and regulations, including any applicable local laws.

Although Konsortium Solutions has attempted to verify the accuracy, reliability and currency of all Site content, including (as applicable) product, services, support and other details and descriptions obtained from third parties, Konsortium Solutions gives no Warranty as to the accuracy of any statements in this site. Any materials, products, support, services or information at or referred to in this site may be out of date. Konsortium Solutions makes no commitment to update Site content. Konsortium Solutions disclaims any liability or responsibility for any errors or omissions in Site content (except insofar as such disclaimer would be inconsistent with its warranties and other terms and conditions related to product or service sales, if any, by Konsortium Solutions). Any decisions based on information contained in Site content (or User content) are User’s sole responsibility.

Konsortium Solutions gives no Warranty that functions or Services available through and other User interactions with the site will be constantly available, uninterrupted, secure or error-free, that defects will be corrected or that this site or the server that makes it available are free from viruses or other harmful components.

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Information in Site content (and User content) does not constitute legal, professional, financial or medical advice and should not be relied upon. Site content containing forward-looking statements or statements of intention should not be relied upon. Konsortium Solutions reserves its right not to act in accordance with any such statements.

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Where applicable law prohibits or limits Konsortium Solutions' exclusion of Warranties as set out above, Konsortium Solutions excludes, disclaims and limits such Warranties only to the maximum extent permitted by applicable law.

### **17. Transactions with Third Parties**

Where it is possible for Users to transact through this site (or any linked site) with a third party (including other Users or a service provider or product seller) who is not Konsortium Solutions, such transaction shall be (and any rights and obligations shall arise) solely between you and the third party.

## 18. No Liability – Site Content

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Applicable law may not permit the liability exclusions in this section in all cases. The liability exclusions in this section apply only to the maximum extent permitted by applicable law.

In no case will Konsortium Solutions' liability for damage and loss (whether in contract, negligence, tort or otherwise) exceed the amount paid by User for accessing this site (except as otherwise prescribed by mandatory, applicable law).

Nothing in these Terms shall exclude Konsortium Solutions' or Konsortium Solutions Affiliates' liability for death or personal injury arising from Konsortium Solutions' or any Konsortium Solutions Affiliate's negligence.

### **For further information contact the company's information officer:**

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