



epnet cc PO Box 4135 Randburg 2125, 26 Rutherford Road Sunninghill
Tel: 011 8074034 Fax: 086 683 6679

EPNET Website Hosting

Web Hosting Service Contract

This Agreement is between EPNET a South African company with its principal office located in South Africa, and the client named hereafter. EPNET agrees to provide, and Client agrees to accept through EPNET access to Web Hosting services according to the following terms and conditions:

TERM AND COMPENSATION:

The parties agree to a month to month contract, beginning after EPNET's receipt of payment of the initial monthly or other service fee. This Agreement will automatically renew for successive single month periods unless cancelled in writing prior to the monthly renewal date which shall be that date thirty days from receipt by EPNET of payment of Clients compensation payable to EPNET. Client will receive a monthly invoice for charges. Such charges and fees are subject to change. Continuation of use of services by Client indicates agreement to such changes or revisions. If payment can not be obtained by the due date, EPNET, at its sole discretion, also has the option to terminate or otherwise deactivate the Client's account without any notice. The Subscriber is bound to a 12 months' hosting agreement with EPNET if the Subscriber takes one of the Site Design Hosting Options.

DISCLAIMER OF WARRANTY:

EPNET'S SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. EPNET GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE WEB HOSTING SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF WARRANTY EXPRESSLY DISCLAIMS ANY RIGHT TO REIMBURSEMENT FOR DIRECT OR CONSEQUENTIAL LOSSES, INCLUDING BUT NOT LIMITED TO LOSSES OF INCOME, DUE TO DISRUPTION OF SERVICE BY EPNET OR BEYOND THE FEES PAID BY CLIENT TO EPNET FOR SERVICES.

Client

expressly agrees that use of EPNET's service is at Client's sole risk. EPNET, its employees, affiliates, agents, third party information EPNET's merchants licensors or the like, indicate EPNET's Web Hosting service may be interrupted and is not likely to be error free. EPNET makes no warranty as to the results that may be obtained



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from the use of the Web Hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Web Hosting service, unless otherwise expressly stated in this Agreement.

Under no circumstances, including negligence, shall EPNET, its offices, agents or anyone else involved in creating, producing or distributing EPNET's Web Hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the EPNET's Web Hosting services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to EPNET's records, programs or services. EPNET maintains responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on EPNET's Web Hosting services. Use of any information obtained by way of EPNET is at Client's own risk and EPNET specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and does not represent guarantees of available end to end bandwidth. EPNET disclaims liability for any damages arising from Client's use of EPNET or by Client's Server(s). EPNET disclaims liability for Client's data, files, or directories residing on EPNET's equipment. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate Rand amount which Client paid during the term of this Agreement.

TRADEMARKS AND COPYRIGHTS:

Client warrants that it has the right to use the applicable trademarks of Client, and grants to EPNET the rights to use such trademarks, if any, in connection with EPNET's motion of, referencing of, cataloging of, or indexing of EPNET's Web Hosting clients.

CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON EPNET THROUGH CLIENT'S ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING LIBELOUS OR HARMFUL. CLIENT WILL HOLD EPNET HARMLESS AND IDEMNIFY EPNET FROM ANY DAMAGES, FINES, OR COSTS INCLUDING ATTORNEY FEES WHICH MAY ARISE FROM ANY SUCH VIOLATION OR INFRINGEMENT.



CAPACITY:

Client certifies that he or she has full right and authority to enter into this agreement to bind Client hereto.

INTERNET ETIQUETTE:

Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. EPNET is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network EPNET or its customers may utilize. Use of distribution list via unsolicited electronic mail or other electronic mailings is strictly prohibited. EPNET reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless EPNET from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's Web Hosting account(s).

TERMINATION /CANCELLATION OF SERVICES

This Agreement may be terminated by either party. Outstanding invoices are not affected by termination. EPNET may terminate service under this Agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement. The Subscriber is bound to a ONE month hosting agreement with EPNET if the Subscriber takes any of the Hosting Options. The Subscriber shall provide one calendar month's termination notice when cancelling web server hosting with EPNET.

INDEMNIFICATION:

CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON EPNET THROUGH CLIENT'S ACCOUNT(S) BY OR ON BEHALF OF CLIENT WILL NOT CONTAIN ANYTHING LEADING TO AN ABUSIVE OR UNETHICAL USE OF THE WEB HOSTING PRODUCT(S) OR THE HOST SERVER(S). ABUSIVE AND UNETHICAL MATERIALS AND USES INCLUDES, BUT IS NOT LIMITED TO, PORNOGRAPHY, OBSCENITY, NUDITY, VIOLATIONS OF PRIVACY, COMPUTER VIRUSES, ANY HARASSING AND HARMFUL MATERIAL OR USES, ANY ILLEGAL ACTIVITY, OR MATERIAL ADVOCATING ILLEGAL ACTIVITY, AND ANY INFRINGEMENT OF PRIVACY OR LIBEL. Client agrees that it shall defend, indemnify, save and hold EPNET harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against EPNET, agents, its clients, servants, officers and employees, that may arise or result from publication or use of



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client's materials, any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless EPNET against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with EPNET's Web Hosting service; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on the Web Hosting.

UNLIMITED USE POLICY:

High bandwidth usage: EPNET offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, EPNET may find a customer to be using server resources to such an extent that he or she may jeopardize our service EPNET's' server performance and resources for other customers. In such instances, EPNET reserves the right to impose the High Resource User Policy for the consideration of all customers.

HIGH RESOURCE USER POLICY:

Resources are defined as bandwidth and / or processor utilisation.

EPNET may implement the following policy at its sole discretion:

When a website is found to be monopolising the resources available EPNET reserves the right to suspend that site immediately or renegotiate the current hosting package in accordance to the use. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our service EPNET's servers.

ENTIRE UNDERSTANDING:

This Agreement contained in this Contract constitutes the sole agreement between EPNET and Client regarding its Web Hosting service. It is construed in accordance with the laws of South Africa. Any litigation or lawsuits incidental to this Agreement shall be filed and be determined in South Africa unless otherwise agreed to in writing by EPNET. Client will use the Web Hosting services in a manner consistent with any and all applicable laws of South Africa. Signing up for an account binds the clients to the above contract.



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Bandwidth data transfer prices:

Data transfer per month	
Up to 1GB	R250.00
1GB to 5GB	R1,080.00
6GB to 9GB	R2,520.00
10GB-20GB	R5,040.00
21GB-30GB	R9,000.00