

## HOSTING TERMS & CONDITIONS

Carefully read the following terms and conditions of this agreement. By accessing and using the web services of EditMe Websites. (“EditMe Websites”), you (“Customer”) indicate the acceptance of the following terms and conditions and you agree to be bound by them. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE EditMe Websites WEBSITE SERVICES.

This agreement constitutes the complete and exclusive statement of the agreement between you and EditMe Websites with respect to the EditMe Websites Website Services.

Now, therefore, in consideration of the mutual covenants set forth herein, EditMe Websites and Customer agree as follows:

### 1. Order Acceptance, Payment.

A. All orders are subject to acceptance by EditMe Websites. An order will be deemed accepted by EditMe Websites when EditMe Websites sends confirmation of the order to Customer.

B. Innate clients hereby agree to pay the monthly agreed fee no later than 7 days past the anniversary of a hosting month. EditMe Websites reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to Customer. All monthly fees and set-up fees shall be due in advance of the month incurred and all additional charges shall be due every month on that day which such charges are incurred. Except as provided in Section 3, the set-up fees are non refundable for Services such as Domains and Traffic and EditMe Websites does not issue pro rata refunds for fees paid in advance. EditMe Websites may, at EditMe Websites discretion, suspend or terminate access to the EditMe Websites Website Services and/or terminate this Agreement. Customer’s right to use the EditMe Websites Website Services are subject to any limits established by EditMe Websites. A 15-Day grace period may be given to correct unpaid balances.

### 2. EditMe Websites Website Services.

A. During the term of this Agreement, EditMe Websites shall provide software services to Customer according to the Package(s) accepted by Customer (the “EditMe Websites Website Services”). “Package” means one of EditMe Websites business and/or electronic commerce service offerings, as can be found on EditMe Websites Web site at <http://www.editme.co.za>. The specific Package to be provided to Customer shall be established by correspondence between EditMe Websites and Customer. Such Package shall be deemed incorporated by reference into this Agreement, as if fully set forth herein.

B. At Customer’s request, EditMe Websites will acquire an Internet Second-Level Domain Name (“Domain Name”), from the Contracted Registrar on behalf of Customer. Customer’s request for

and/or acceptance of a Domain Name obtained by EditMe Websites shall in all cases constitute Customer's waiver of any and all claims which Customer may have, or which may later arise, against EditMe Websites or its third party providers, for any and all damages, losses, claims or expenses arising out or related to the acquisition, registration and/or use of the Domain Name. Any cost incurred by EditMe Websites to obtain and/or maintain the Domain Name on behalf of Customer shall be charged to Customer by EditMe Websites. Request for and acceptance of a domain name requires EditMe Websites to supply the domain name to the Contracted Registrar, which in turn supplies the Domain Name to third parties. EditMe Websites will be the sole billing and technical contact for the Domain Name.

C. Exceeding Web Site Traffic Limitations: If a site exceeds its maximum monthly allotment of traffic, the website package will be reviewed for upgrade and may be upgraded without prior notice and/or billed for the difference in traffic for the said period. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. EditMe Websites will not be held responsible for any material or loss of income as a result of site unavailability.

### 3. Rules and Regulations.

From time to time EditMe Websites may impose reasonable rules and regulations regarding the use of the EditMe Websites Website Services. Such rules and regulations are called acceptable use policies.

A. Illegal use. Using the Services to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

B. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.

C. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of EditMe Websites whether or not the intrusion results in the corruption or loss of data.

D. Copyright or trademark infringement. Using the Services to transmit any material (by email, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

E. Adult Oriented Websites. We do not host adult websites or websites of a sexual orientation whatsoever.

F. SPAM. Transmitting mass e-mail to a non targeted audience and/or that has not opted to receive such an e-mail. We have a zero tolerance SPAM policy. Any account that is utilized to send out SPAM will be terminated without notice. Any account terminated for SPAM is subject to a R500 administration fee, this fee will be charged directly to the client on file. In addition, any losses incurred by EditMe Websites because of said action will be the direct responsibility of the account holder.

## Email Lists And Newsletters .

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Email lists and newsletters will only be permitted to be sent from our servers under the following conditions.

1. Clients sending to email lists and newsletters must provide proof that the subscribers are double optin subscribers who have agreed to receive your emails.
2. Software used must make use of the bounce system for email addresses which are no longer valid.
3. Software sending the emails must use your domain as the sending domain and not the nobody parameter .
4. An Unsubscribe link as well as your postal address must appear at the bottom of each message sent (footer).

G. Over-Excessive Load on Server. If a website is deemed to occupy an over-excessive amount of load on the server which interrupts services or other user functionality, the account holder will receive warning to reduce the load of the site or upgrade to a dedicated server. If load is not reduced or account upgraded, the account may be terminated. If the load is effecting server performance dramatically an immediate suspension may be performed.

H. File Backups, EditMe Websites does not backup each accounts files unless requested to do so at a nominal monthly fee, therefore it is the responsibility of the account holder to ensure that regular backups are made of all, data bases and files within the account.

## 4. License Grant.

During the term of this Agreement, EditMe Websites grants to Customer a non-exclusive, personal, non-transferable license to access and use the EditMe Websites Website Services solely on and as part of EditMe Websites World Wide Web site and servers. EditMe Websites may modify the EditMe Websites Website Services at any time for any reason and may provide modified versions of the EditMe Websites Website Services to Customer.

## 5. Intellectual Property Rights.

The Customer acknowledges and agrees that the EditMe Websites Website Services constitute confidential and proprietary information of EditMe Websites and its licensors and embodies trade secrets and intellectual property of EditMe Websites and its licensors protected under South African copyright and other laws and international treaty provisions. Customer further acknowledges that all right, title, and interest in and to all parts of the EditMe Websites Website Services, including, without limitation, associated intellectual property rights, are and shall remain with EditMe Websites and its licensors. Customer shall not, and shall cause its employees and agents not to, disclose or transfer any portion of the EditMe Websites Website Services to any third party. Customer further agrees not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or

otherwise dispose of any portion of the EditMe Websites Website Services. Customer hereby acknowledges that, if EditMe Websites at any time or from time to time performs any customizations or modifications to EditMe Websites Website Services, all rights and interests to such customizations or modifications shall be the sole property of EditMe Websites.

## 6. Term and Termination.

A. This Agreement shall have an initial term of three (3) months and shall thereafter automatically renew for successive one (1) month periods. This Agreement and Customer's access to the EditMe Websites Website Services shall terminate as follows: (i) Either party may terminate upon ninety (90) days prior notice; (ii) EditMe Websites may immediately and without prior notice terminate upon a violation by Customer of EditMe Websites acceptable rules and regulations; (iii) EditMe Websites may terminate immediately and without prior notice in accordance with Section 1; and (iv) EditMe Websites may terminate immediately if any Customer has failed to correct any breach of this Agreement.

B. Upon any termination in accordance with Section 7(A)(i), EditMe Websites Shall permit Customer forty-eight (48) hours to download or otherwise copy any of Customer's information and data residing on EditMe Websites facilities prior to removing such information and data from EditMe Websites facilities. Upon termination by EditMe Websites under Sections 7(B)(ii), (iii) or (iv), EditMe Websites may immediately remove all of Customer's data and information from EditMe Websites facilities and Customer shall have no right to copy or download such data or information, and, in such event, all such information and data, including all copyrighted or copyrightable material therein, shall then become the property of EditMe Websites. In cases where Customer's account has been canceled, and Customer is requesting reactivation, EditMe Websites, at it's option, may reactivate the same account, only if the account had been cancelled less than sixty (60) days prior. After sixty (60) days, Customer will be required to set up a new account.

C. To cancel an EditMe Websites Website Service any Customer is required to sign and fax their request to EditMe Websites.

D. Sections 1, 6, 8, 9, 10, 11, 12, 13, and 14 shall survive any termination of this Agreement.

## 7. Exclusion of Warranties.

EditMe Websites PROVIDES THE EditMe Websites WEBSITE SERVICES ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose.

While EditMe Websites makes reasonable efforts to maintain the EditMe Websites Website Services, many factors are not within EditMe Websites control. Therefore, EditMe Websites does not warrant, and is not responsible for (even if caused by the negligence of EditMe Websites) any loss of data, delays, non-delivery or mis-delivery of information, lack of access, slows response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to EditMe Websites own negligence, viruses or other third parties.

Customer's data is defined as any data held by EditMe Websites and includes account information, web hosting data, email and domain name services. This disclaimer and waiver shall apply equally to any and all third party providers.

EditMe Websites has the right to change prices, or add or delete product features of any existing product or service. The right to change packages or services extends to any product or service. EditMe Websites reserves the right to change prices or material features at any time upon 30 days prior notice. EditMe Websites reserves the right to institute new fees or new material features at any time upon 30 days prior notice. EditMe Websites has the right to discontinue products or services and the right to remove or reassign IP addresses of a customer's web site. EditMe Websites also has the right to deactivate a customer's service with a thirty (30) day notice. You assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.

#### 8. Limitation of Liability and Damages.

THE TOTAL AGGREGATE LIABILITY OF EditMe Websites TO CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID TO EditMe Websites BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH EditMe Websites IS LIABLE TO CUSTOMER. IN NO EVENT SHALL EditMe Websites BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT EditMe Websites HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. Confidentiality.

Customer acknowledges that by reason of its relationship with EditMe Websites, it may have access to certain information and materials relating to EditMe Websites business, customers, software technology and marketing which EditMe Websites treats as confidential (collectively "Confidential Information"). Customer shall: (i) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of EditMe Websites; and (ii) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

#### 10. Indemnification.

Customer shall indemnify and hold EditMe Websites harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that Company may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Customer or its clients which are in any way related to the EditMe Websites Website Services.

#### 11. Force Majeure.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of Nature, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

#### 12. Miscellaneous.

Customer may not assign its rights or delegate any of its duties under this Agreement without our prior written consent of EditMe Websites, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of partners. EditMe Websites may subcontract any work, obligations or other performance required of EditMe Websites under this Agreement without consent of Customer. Other than the termination of this agreement, all notices provided hereunder sent by email, mail or certified mail to EditMe Websites, will be effective upon transmission. EditMe Websites has the right to amend the Agreement from time to time, and will do so by posting the new Agreement on the EditMe Websites web site under the Terms and Conditions link on the footer of the main page.