

This services agreement contains the terms and conditions which govern your subscription of web hosting, internet access and any other services provided by B360 Internet Service Provider cc. As used in this agreement, B360 means B360 Internet Service Provider cc and the client, you; or customer; means you the subscriber. As referred to in this agreement, www; refers to a World Wide Web site and B360 site; refers to the site located at the URL <http://www.b360.co.za>, or any other successor sites owned or maintained by B360

## **1. ACCEPTABLE USE POLICY.**

B360 provides the services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such services.

### **Client Content.**

Client agrees that it will not distribute, electronically transmit or display any materials supplied by client - or through client by a third party - on any B360 server or via a B360 internet connection which may:

- violate any domestic or foreign laws or regulations;
- infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights) of B360 or any third party;
- are defamatory, slanderous or trade libelous;
- are threatening or harassing;
- are discriminatory based on gender, race, age or promotes hate violate any B360 policy posted on the B360 Site including, but not limited to, our Terms of Service.
- contain viruses or other computer programming defects which result in damage to B360 or any third party.

### **Bandwidth Overage.**

Client may only consume the amount of bandwidth allocated by the Service to which Client has subscribed. Additional fees will be levied at the appropriate overage charge for exceeding any bandwidth allowances. Although B360 does make every effort to prevent such overages, due to technical constraints it cannot be guaranteed that termination of Services will occur before overages take place.

B360 provides methods for Client to view usages at any time and it is therefore the Clients sole responsibility to manager its usage and terminate usage of Services before such overages take place.

### **Disk Space.**

Client may only occupy the amount of hard disk space on any B360 Server/Network that has been allocated to Client by the Services to which Client has subscribed. Additional fees will be charged for exceeding any hard disk space at the appropriate overage charge. Although B360 does make every effort to prevent such overages, due to technical constraints it cannot be guaranteed that termination of Services will occur before overages take place. B360 provides

methods for Client to view usages at any time and it is therefore the Clients sole responsibility to manage its usage and terminate usage of Services before such overages take place.

### **SPAM.**

Client shall not use the Services for chain letters, junk mail, spamming, or any use of distribution lists to any person who has not given specific permission to be included in such a process. Client shall not engage in any unsolicited email practices at B360, or otherwise, that mentions or reference any domain hosted on B360 servers or parked on B360 DNS servers. Clients accounts found to be involved in the distribution of spam will be terminated instantly and without notice. For more information on spam please consult the South African Electronic Communications and Transmissions Act.

### **Licensed Software Only.**

Client agrees to use only properly licensed third party software in connection with Client's use of the services. B360 does not guarantee the existence, accuracy, or regularity of backup services and therefore Client is responsible for making of back-up files in connection with its use of the Services.

### **Termination.**

B360 reserves the right to refuse service to anyone. B360, in its sole discretion, may immediately terminate this agreement if Client engages in any of the foregoing. A notice period of one calendar month applies to the cancellation of any Services unless otherwise stated by means of contractual agreement between both parties (such being the case with Wireless, Business and Fibre Uncapped Services). Rental agreements is a 2 (two) year contract. Cancellation of Services must be performed by Client via the B360 Billing System to which Client is provided access on signing up.

Abuse. To report any unacceptable behavior of Services, please contact [support@b360.co.za](mailto:support@b360.co.za).

Nominated Agent for WAPA and Internet Service Providers' Association (ISPA)

Address: 16 Donkin Street, Caledon, 7230 Telephone: +27 28 214 1732 Email: [support@b360.co.za](mailto:support@b360.co.za)

## **2. PAYMENT OBLIGATIONS**

### **Service Fees.**

B360 shall debit Client's bank account or credit card within the first week of each month for any applicable fees / Services rendered. Clients may request to make use of electronic transfer (EFT) as a method of payment to pay B360, however B360 reserves the right to deny such requests. EFT payments must be received on or before the 7th business day of each month.

### **Non-Payment.**

B360 shall be entitled to immediately terminate services in the event of Client's failure to remit payment to B360 on time. In the event of a debit order being returned by Client's bank, B360 shall charge Client's account for any banking fees incurred. Interest linked to the prime lending rate of South Africa will be levied on all outstanding accounts on a monthly basis.

### **Legal Policy.**

In the event of non-payment passing seven days a letter of demand will be issued to Client by e-mail. Should payment still not be received passed twenty one days a Default against Client will be effected on the TransUnion ITC credit bureau. Further legal action may also be taken against Client, all costs of which incurred will be charged to Client. Client may have a Default removed by B360 only after outstanding Service fees; including all legal fees, interest charges and banking fees are received in full by Client.

**Refund Policy.** Certain services carry a set-up fee charged by B360 to Client that must be paid by Client in order to make use of the services; these fees are not refundable whatsoever. If Client terminates this agreement in accordance with Section 4 hereunder, Client shall be responsible for any outstanding fees owed to B360 and agrees to pay any and all fees incurred by Client. Because the services are provided on a monthly basis, Client will be responsible for service fees incurred each month regardless of when Client provides notice of termination. Thus, for example, if Client provides notice to terminate service on the 15th day of a particular billing cycle, Client will still owe fees for the entire month and such fees will not be pro-rated or refunded. If Client has pre-paid B360 for such services, refunds will be issued for any unused full month portions of the services upon Clients request of cancellation. If Client chooses to register a domain name through B360, Client acknowledges and agrees that Client will pay a registration fee to register the domain name with the applicable domain name registrar. Nexus B360 does not offer refunds for domain name registrations for any reason whatsoever, including misspelling of the domain name.

**Billing Information.** Client confirms that Client is legally permitted to provide B360 with banking or credit card account details and that Client is either the legal signatory of said account or is legally permitted to provide such details on behalf of said account holder for the collection of fees for Services rendered to Client.

### **3. CLIENT LIABILITY AND INDEMNIFICATION**

The parties agree that in no event shall B360 be liable to any third party for Client's breach or alleged breach of any of the terms and conditions set forth in this agreement. Client agrees to defend, indemnify and hold harmless B360 from any and all expenses, losses, liabilities, damages or third party claims resulting from Client's breach or alleged breach of any Client obligations set forth hereunder. Client agrees that although B360 tries to ensure full operation of all services at all times, should any failure (hardware, software, or system breach) occur leading to loss of Client's data stored on any B360 servers, B360 will not be held liable for any loss, or damage of Client's data, this also applies to any loss of internet connectivity due to any reason whatsoever.

### **4. TERM, TERMINATION & REINSTATEMENT**

Subject to the terms and conditions hereof, this agreement shall be effective on the date you register for the services, and shall continue in effect on a month-to-month basis unless otherwise specified by separate agreement (the "Term") unless terminated earlier pursuant to the provisions of this Section 4. Either party will have the right to terminate this agreement upon notice to the other party. If Client is terminating this agreement, Client must provide one (1) full calendar month's notice via the B360 Billing System. Sections 3 - 8 shall survive termination or expiration of this agreement.

### **5. TAXES**

Client will pay and indemnify and hold B360 harmless from any and all taxes associated with or arising from Client's use of the services, including any penalties and interest and any costs associated with the collection or withholding thereof.

## **6. DISCLAIMER OF WARRANTY**

THE SERVICES, THE B360 SITE, INCLUDING WITHOUT LIMITATION, ALL PRODUCTS AND SERVICES DISPLAYED OR OFFERED ON THE B360 SITE, AND ALL TEXT, GRAPHICS, LINKS AND APPLICATIONS ARE PROVIDED TO CLIENT ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. B360 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EACH OF THE FOREGOING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXUS ISP SPECIFICALLY DISCLAIMS ANY WARRANTY THAT (1) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (2) DEFECTS WILL BE CORRECTED; (3) THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS; AND (4) THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT SHALL B360 BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF THE B360 SITE OR ANY B360 PRODUCTS OR SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER.

## **8. PRIVACY**

B360 shall not distribute Client's information to any third party with the exception of its suppliers where such information is required in order to provide Services. All Client information is stored securely by B360 and is used to provide Client with Services, in the collection of fees for Services rendered and communication between B360 and Client. While B360 employs safety measures when interfacing with its customers, suppliers and other partners, Clients should be aware that there is a minimal inherent risk in transmitting any data electronically. This risk is inherent in all Internet dealings and Client agrees to defend, indemnify and hold harmless B360 from any and all expenses, losses, liabilities, damages or third party claims resulting from any external parties obtaining Client's stored information due to systems failure or otherwise.

## **9. MISCELLANEOUS**

If any of the provisions, or portions thereof, of this agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. This agreement represents the entire agreement of the parties with respect of the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral between the parties with respect to the subject matter hereof. This agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Client, but may be so transferred, assigned or delegated by B360. Any waiver or any provision of this agreement, or a delay by any party in the enforcement of any

right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. In any legal proceeding between the parties under this agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees. This agreement is made under and shall be governed by the laws of South Africa. This agreement and B360's policies are subject to change by B360 without notice. Continued usage of the services after a change to this agreement by B360 or after a new policy is implemented and posted on the B360 site constitutes your acceptance of such change or policy. We encourage you to regularly check the B360 site for any changes. This document is made publicly available via <http://www.b360.co.za>