



**Webmatics is the WWW division of Sigmatics a privately owned close corporation of South Africa.**

By using our web hosting services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

#### **Interpretation**

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. Webmatics reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

#### **Illegal Use**

Our servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Mp3" etc.

There is also a limit of 100MB of image files that a normal hosting package can have. Individual file size cannot be more 1MB unless it a software that is written by your company and are selling on your site. But remember even for this you must first confirm with [support@webmatics.co.za](mailto:support@webmatics.co.za). For special requirements please contact us. We will be the sole arbiters as to what constitutes a violation of this provision.

#### **Policy on Unlimited Hosting packages**

Total combined sized of all media files cannot be more then 500MB. Flash intros and websites done in flash are allowed. You cannot offer free disk space, bandwidth or free email or resell it on your website or in any other way distributed as part of any other service to users as these are business servers and we allow you to use our resources and to not abuse it. Database sizes are 500MB max. You can only host one business website on one hosting account. No bulk download/upload websites can be hosted on these packages. There is also a limit of 2000MB of image files that a normal hosting package can have.



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Individual file size cannot be more than 10MB unless it's software that is developed by your company (i.e. you own the source code of the software) and you are selling it on your site. But remember even for this you must first confirm with [support@webmatics.co.za](mailto:support@webmatics.co.za). For special requirements please contact us. Please remember there are no exceptions.

The reasons behind these strict policies are to maintain high quality bandwidth and other resources so all our customers can enjoy equal quality of our services.

### **Policy on Unlimited Hosting packages**

We do not allow any media files of any extension at all on our servers. Although Flash intros and websites done in flash are allowed. You cannot offer free disk space, bandwidth or free email or resell it on your website or in any other way distributed as part of any other service to users as these are business servers and we allow you to use our resources and to not abuse it. Database sizes are 250MB max. You can only host one business website on one hosting account. No bulk download/upload websites can be hosted on these packages. There is also a limit of 250MB of image files that a normal hosting package can have. Individual file size cannot be more than 5MB unless it's software that is developed by your company (i.e. you own the source code of the software) and you are selling it on your site. But remember even for this you must first confirm with [support@webmatics.co.za](mailto:support@webmatics.co.za)

The reasons behind these strict policies are to maintain high quality bandwidth and other resources so all our customers can enjoy equal quality of our services.

### **Reselling of resource, System and Network Security**

You are not allowed to resell any part of the resources allocated to your hosting account(i.e. disk space, email etc) nor re-distribute them in anyway without our consent. Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

### **Tortious Conduct**

No one shall post defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

### **Spamming**

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing,



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advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam. It is contrary to Webmatics policy for customers to use our servers to effect or participate in any of the following activities:

- To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Webmatics provided server, or using a Webmatics provided server as a maildrop for responses;
- To falsify user information provided to Webmatics or to other users of the service in connection with use of Webmatics service.

When Webmatics becomes aware of an alleged violation of its AUP (Acceptable Use Policy), Webmatics will initiate an investigation (within 24-48 hours). During the investigation Webmatics may restrict the customer's access in order to prevent further possible unauthorized activity. If the customer is found in violation of our SPAM policy Webmatics may, at its sole discretion, restrict, suspend, or terminate customer's account and/or pursue other civil remedies. Also, Webmatics reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offence, Webmatics will notify the appropriate law enforcement department of such violation.

Webmatics does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

The customer shall be held liable for any and all costs incurred by Webmatics as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of R1500 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of R3500 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that Webmatics personnel must spend to investigate any violations.

### **Modification**

Webmatics reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

### **CUSTOMER SERVICE AGREEMENT**

This is an agreement between you and Webmatics regarding your use of Webmatics computers, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Webmatics makes the services



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offered by Webmatics available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the Webmatics web hosting or similar services. Under this Agreement, you must comply with Webmatics then current "Acceptable Use Policy," as updated from time to time by Webmatics.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. Webmatics will host an account for you, the purchaser (hereafter referred to as the "customer"), for the customer's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the customer. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require notification of non-renewal with at least 30 days notice but not more than 60 days prior to the renewal date. You must have all account information to cancel and send your notification via email to [accounts@webmatics.co.za](mailto:accounts@webmatics.co.za) upon receipt of the email we will provide you with an online cancellation form which must be completed to confirm cancellation. If you do not provide this notice and also complete the online cancellation form, you will be charged for the next terms rate. There are no refunds on a la carte services.
2. The customer agrees to an online, paperless subscription and acknowledges that all the information that is submitted online is true and correct to the best of their knowledge. The customer agrees that the act of submitting the order form online is in lieu of their signature.
3. Initial Set-up fees are non-refundable. Domain Name Registration fees constitute a once-off payment subject to certain renewal charges. Domain names are initially registered under Webmatics name and are only transferred to the customer's name after 120 continuous days of subscription to Webmatics. Free domain name registration is only applicable for the 1st year of hosting and the customer will be charged a domain name renewal fee once the initial year's registration lapses. If a notice of cancellation is received within 120 days of signing up then the customer will be liable to pay the domain registration fees or the domain name will not be transferred to the customer's name.
4. The Account Holder acknowledges that Webmatics will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the selected domain name and accordingly indemnifies Webmatics against any loss whatsoever arising from any dispute or claim occasioned by the registration, domain name expiry and/or domain name hijacking of the selected domain name whether occasioned by any act or omission of Webmatics, its representatives, agents or employees or otherwise.
5. Webmatics services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Webmatics expressly disclaims any representation or warranty that the Webmatics services will be error-free, secure or



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uninterrupted. No oral advice or written information given by Webmatics, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

6. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Webmatics, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Webmatics based upon the severity of the violation.

Webmatics reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Webmatics then current Acceptable Use Policy, in the sole and absolute opinion of Webmatics. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Webmatics from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred Webmatics, (collectively, Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.

7. Any domain orders/renewal are not guaranteed by Webmatics in any condition even if the payment has been made by the client.

8. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that Webmatics reserves the right to change the specified rates and charges from time to time.

9. The Account Holder agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups. Account Holder is responsible for security of its password. Webmatics will not change passwords to any account without proof of identification, which is satisfactory to Webmatics, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that Webmatics will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Webmatics be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless Webmatics from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

10. The Account Holder agrees not to harm Webmatics, its reputation, computer systems, programming and/or other persons using Webmatics services. Webmatics reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Webmatics are provided on a shared server. This



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means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website. Webmatics will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Webmatics has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless Webmatics and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by Webmatics. The terms of this Section will survive any termination of this Agreement.

11. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Webmatics.

12. If the Account Holder sells or resells advertising or web space to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Webmatics has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current Webmatics Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Webmatics, Webmatics may terminate the services being provided to the Account Holder.

13. Webmatics will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Webmatics be liable to the Account Holder for any damages resulting from or related to any failure or delay of Webmatics in providing access to the Internet under this Agreement. In no event shall Webmatics be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Webmatics under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.

14. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Webmatics account may not be transferred without prior written approval of Webmatics. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of Webmatics services, including any damages resulting there from, until the Account Holder notifies Webmatics customer service.



15. If Webmatics assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the Webmatics services, the right to use that Internet Protocol address will remain with and belong only to Webmatics and the Account Holder will have no right to use that Internet Protocol address except as allowed by Webmatics in its sole and absolute discretion.

16. This Agreement constitutes the entire agreement between the Account Holder and Webmatics with respect to the Webmatics services and supersedes all prior agreements between the Account Holder and Webmatics. This Agreement supersedes all representations made to the customer, all amendments effected by the customer to any application form or other similar document submitted by him and all communications between Webmatics and the customer relating to the subject matter hereof. Webmatics failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

17. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

18. The Account Holder agrees to indemnify and hold Webmatics harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Webmatics will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

19. Webmatics may include the Account Holder's name and contact information in directories of Webmatics service subscribers for the purpose promoting the use of the services by additional potential clients. However, Webmatics is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.

20. The interpretation and enforcement of this Agreement shall be governed according to the laws of the Republic of South Africa (excluding its choice of law rules). The Account Holder hereby consents to personal jurisdiction in the legal courts of South Africa for any action arising out of or relating to the Account Holder's use of the Webmatics services. The legal courts of South Africa will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with



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the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

21. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

22. Because the Internet is a global communication tool, and we have clients from nearly every country in the world it is difficult to dictate what is considered "adult material." However, it is not our function to discriminate against those who choose to utilize adult content or adult related material. This being said, there are still several reasons why Webmatics has been forced to create its no adult sites policy for its virtual server users.

23. Virtual account holders can receive a refund if account is cancelled within the initial 30 days after sign up. Reseller account holders can receive a refund if account is cancelled within the initial 7 days after sign up. If the account holder cancels after the time period specified, there will be no refund given. Refunds are only applicable to hosting services.

24. Webmatics may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

25. If an account holder's account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 5% per month until the outstanding balance is paid in full.

26. If an account holder charges back for services rendered, a R400 charge back fee will be added to the amount charged back by the customer.

27. In the event of 30 days of non-payment, you agree to Webmatics right to place a "non-payment" page on your domain. Furthermore you agree that DNS of your domain will remain unchanged until full payment for the outstanding balance on your account has been received by Webmatics.

28. In the event of suspension of account due to non-payment, an re-activation fee of R150 will be charged if the client wants to re-activate his/her account.

29. If an account holder's account is overdue for 90 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a minimum collection fee of R400 or 25% of the balance due, the amount to be determined by Webmatics at its sole discretion.



30. Credit card service accounts on cancellations will receive their final transaction payout 6 months after cancellation date. This is due to the fact that banks can have charge backs from the credit card owner for up to 6 months.

31. Minimum transaction amount when using our Credit Cards Services is R20 in a single transaction. Maximum transaction amount is R100 000 unless approved by Webmatics previously.

32. Final transaction amount needs to be approximately 50% of the total amount of last 10 transactions or 50% of the total transactions received in last 6 months. This is the amount that will be held for 6 months after cancellation. This is due to the reason mentioned in point:30 above.

33. Credit card service accounts that are setup on PayPal systems, and customers will have to abide by the terms, policy and conditions mentioned in the FAQ's section on PayPal along with the terms mentioned in this document.

34. If you had received a discount on any service on signup then in case of cancellation of a related service within 120 days will void that discount and you will be charged full fees according to the normal price of that service at the time of signup.

35. Domain registrations are only valid with hosting if hosting is continued for 120 consecutive days. In the event of cancellation before 120 days of hosting is achieved, you will be required to pay the full domain registration according to the normal price of that service at the time of signup. We also require valid Land line numbers for all services including domains, hosting, credit card services, dedicated servers, internet connectivity.

36. All accounts are subject to verification.

37. You agree that Webmatics may establish limits concerning use of any Webmatics services offered on any Webmatics web site, including without limitation the maximum number of days that e-mail messages will be retained by any Webmatics service, the maximum number of e-mail messages that may be sent from or received by an account on any Webmatics service, the maximum size of an e-mail message that may be sent from or received by an account on any Webmatics service, the maximum disk space that will be allotted on Webmatics servers on your behalf either cumulatively or for any particular service. You agree that Webmatics has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Webmatics service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Webmatics service may change at any time.