

WEBSITE HOSTING

WEBWEAVER WEBDESIGN shall provide general hosting services to THE CLIENT by ensuring storage of data generally associated with the creation/development of a website on a shared computer network server and shall grant access to the general public, both local and international, to the stored data/website via the internet.

UPTIME

WEBWEAVER WEBDESIGN guarantees that its hosting services will reach 99% availability, subject to:

- This uptime guarantee is applicable only if the web server on which THE CLIENT's website resides crashes or goes down at an unscheduled time. This guarantee is not valid if there is any network problem between THE CLIENT and the web server which prevents them from viewing their website.
- The uptime guarantee does not apply to any scheduled downtime for maintenance of the web server. If there is scheduled maintenance to be done THE CLIENT will be notified at least 24 hours in advance. The scheduled maintenance will always be done after hours and downtime will be kept to a minimum.
- The uptime guarantee does not apply if WEBWEAVER WEBDESIGN suspends THE CLIENT's account as allowed in terms of this Agreement.
- Disputes arising out of the Uptime guarantee must be submitted in writing and claims may not exceed fees paid (either monthly or on a pro-rata basis) to WEBWEAVER WEBDESIGN for services not received during downtime. THE CLIENT agrees that WEBWEAVER WEBDESIGN shall not be liable for any losses or damages of any kind to THE CLIENT or the CLIENT's Customer, including, but not limited to, those that may result from service interruption delays or non-deliveries.

STORAGE AND BACKUP OF DATA

WEBWEAVER WEBDESIGN shall make a reasonable effort to protect and back up data for THE CLIENT on a regular basis.

WEBWEAVER WEBDESIGN is neither responsible nor liable:

- for damages THE CLIENT may suffer should THE CLIENT or WEBWEAVER WEBDESIGN fall victim to hacking, cracking, defacing of websites etc.;
- for backing up mail;
- for the transfer of files from an existing service provider to WEBWEAVER WEBDESIGN's servers when THE CLIENT transfers hosting providers;
- regarding its ability to recover any lost file, regardless of how or why the file was lost.

WEBWEAVER WEBDESIGN will not guarantee that data can be retrieved from the backup copies.

CLIENT SUPPORT

THE CLIENT is entitled to email / Skype support and advice free of charge. THE CLIENT will be billed at WEBWEAVER WEBDESIGN's standard hourly rate for all support provided due to issues not related directly to WEBWEAVER WEBDESIGN, including without limitation, THE CLIENT's internet access, PC set-up or errors in THE CLIENT's code, problems resulting from THE CLIENT's etc. Support is available Monday to Friday 09h00 – 17h00, excluding South African public holidays.

EMAIL ACCOUNTS

WEBWEAVER WEBDESIGN does NOT provide SMTP mail services by default with shared hosting packages. THE CLIENT will be provided with email forwarders and is solely responsible for email backups.

SPAM POLICY

WEBWEAVER WEBDESIGN takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over their network. Violations of this policy will result in termination of service.

CONTENT POLICY

All services provided by WEBWEAVER WEBDESIGN are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any South African law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material judged to be threatening or obscene, or protected by trade secret and other statute without proper authorization.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to WEBWEAVER WEBDESIGN's servers or any other server on the internet. Links to such materials are also prohibited. Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Fraudulent activities
- Adult sites
- Warez sites

Any illegal activity, online gambling, spamming or hacking will result in your site being shut down. WEBWEAVER WEBDESIGN will be the sole arbiter as to what constitutes a violation of this provision.

ACCOUNTS AND PAYMENT

Accounts must be paid on the due date. Overdue accounts (30 days or more) will result in the website being suspended. The website shall be unsuspended when

payment of all fees and charges due to WEBWEAVER WEBDESIGN have been received.

The unsuspension will be done at WEBWEAVER WEBDESIGN's discretion without unreasonable delay.

THE CLIENT is still responsible for the monthly fee while the service is suspended.

CANCELLATION

THE CLIENT may cancel this contract at any time by giving WEBWEAVER WEBDESIGN no less than one calendar month's notification except where minimum subscription periods exist.

The parties agree to define "calendar month" as a month starting on the 1st and ending on the last day of that month.

THE CLIENT must cancel the agreement personally, and not through a third party.

The client shall cancel the account via a cancellation request via email to support@webweaver.co.za and must include:

- the reason for cancellation
- instructions as to the disposal of the domain name
- the date until which the service is required.

The notice period shall start upon WEBWEAVER WEBDESIGN receiving a duly completed cancellation request from THE CLIENT. Granting of a shorter notice period is entirely at the discretion of WEBWEAVER WEBDESIGN.

Any cancellation request that does not fulfil these criteria may be deemed invalid and may not be processed.

THE CLIENT will be notified via e-mail, sent to the e-mail address on record, as soon as the cancellation has been processed whether the cancellation is successful or unsuccessful.

THE CLIENT enters into a separate agreement for each and every domain. Each agreement must be cancelled individually in accordance with this clause.

No credit or refund will be passed should THE CLIENT transfer their domain or services away from WEBWEAVER WEBDESIGN during the cancellation notice period.

In the event that WEBWEAVER WEBDESIGN at any time reasonably believes that THE CLIENT is in breach of any of the terms and conditions contained in this agreement or is using WEBWEAVER WEBDESIGN services in an unacceptable manner according to their discretion, then WEBWEAVER WEBDESIGN may immediately terminate this agreement without notice or liability.

SITE TRANSFERS

WEBWEAVER WEBDESIGN will remove all of THE CLIENT's data, email accounts, zone files etc, upon any DNS update confirmation received from a registrar when a domain is transferred away from WEBWEAVER WEBDESIGN.

WEBWEAVER WEBDESIGN reserves the right to terminate this service without notice.