

SERVICE CONTRACT

Clients using the services of **Fatboys** are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your acceptance of **Fatboys** services is an acknowledgment that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to engage **Fatboys** services.

1. USER CONDUCT

Fatboys services may only be used for lawful purposes. Any use of these services which violates national or international laws which may apply to **Fatboys**, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited. While using the service, you may not:

- A. Restrict or inhibit any other user from using and enjoying the Internet;
- B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any national or international law, including without limitation laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- C. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- D. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

2. CHARGES

- A. Usage charges will be calculated in accordance with the Rate Schedule.
- B. The charge for the subscriber's entitlement to use the service on a monthly basis is a monthly fee, which is payable monthly in advance by the subscriber. A pro rata amount will be levied for days in month of registration. A valid debit order must be submitted to **Fatboys** within 7 days of placing the order. A rejected debit order will accrue an additional fee of R30 to the outstanding amount.
- C. The charge for the subscriber's entitlement to use the service on an annual basis is payable in full in advance by the subscriber to **Fatboys** within 14 days of placing the order. Should the client decide to cancel the subscription a refund will be made to the client on a pro rata amount basis for time not used. This refund will be on hosting services only. No refund will be made for Domain registration or other registration / setup costs.
- D. **Fatboys** reserves the right to adjust service charges at their sole discretion

3. TERMINATION

The agreement shall continue indefinitely and shall be terminable on the expiry of one calendar months written notice given by either party.

4. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **Fatboys** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, **Fatboys**, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection, Web site content and backup facilities.

5. REFUSAL OR DISCONTINUANCE OF SERVICE

Fatboys reserves the right to refuse or discontinue all or part of the service without notice to anyone if you engage in any conduct or activities that **Fatboys** in its sole discretion believes violates any of the terms and conditions in this agreement. **Fatboys** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **Fatboys** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **Fatboys** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

6. WARRANTIES

Fatboys makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **Fatboys** or its agents or employees shall create a warranty. **Fatboys** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **Fatboys** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **Fatboys** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service. You understand that by placing information on **Fatboys** servers that such information becomes available to all Internet users and that **Fatboys** has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of **Fatboys** servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through **Fatboys** or on the Internet generally.

7. IDENTIFICATION INFORMATION

You agree, as the person legally responsible for use of this account, to supply **Fatboys** with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorised user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

8. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorised for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorised access. You agree to follow the Acceptable Use Policy of any network or service you connect to. You agree to adhere to system policies as published online by **Fatboys**, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at **Fatboys**. You agree to abide by any and all future **Fatboys** policy decisions.

9. SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify **Fatboys** immediately in writing by registered mail, return receipted, to **Fatboys**. You shall be held fully responsible for any misuse or compromise to your account for which **Fatboys** is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, **Fatboys** has the right to suspend access to the account pending an investigation and resolution. You also agree that **Fatboys** has the right to co-operate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail or other Internet media. The use of **Fatboys** or any other service with reference to services obtained through **Fatboys**, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, **Fatboys**, or any other party or parties resulting from any such conduct.

11. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with **Fatboys** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

12. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.