

## Product Terms and Conditions - Website Hosting

### 1. DEFINITIONS

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions. In these Terms:

1.1 “**Database Hosting**” means the services contemplated in these Terms, which FirstNet renders to Customer in accordance with Customer’s selections as indicated by Customer on the Application Form under such heading or description whereby FirstNet will host Customer’s database;

1.2 “**Disk Space**” means the disk space allocated to Customer on a monthly basis and used for the purposes of hosting Customer’s website and/or database and stored by FirstNet on a storage medium which includes without limitation, the computer hard drive;

1.3 “**Server**” means the FirstNet file server used to supply the Service to Customer, including any software loaded by FirstNet on such server that controls basic, low-level server hardware operations and file management without the user thereof having to operate it or application software, but excludes any software, application and/or component as contemplated in clause 4.10 below;

1.4 “**the Service**” means Shared Webhosting and Database Hosting collectively or either Shared Webhosting or Database Hosting, whichever is applicable, as selected on the Application Form;

1.5 “**Shared Webhosting**” means the services contemplated in these Terms which FirstNet renders to Customer in accordance with Customer’s selection, as indicated on the Application Form under such heading or description whereby FirstNet will host Customer’s website.

### 2. SERVICE FEES

2.1 Customer shall pay FirstNet the services fees specified in the Application Form in accordance with the provisions set out in the General Terms.

2.2 FirstNet shall bill the service fees to the account Customer has with FirstNet for the Service.

### 3. TERMS AND CONDITIONS SPECIFIC TO THE SERVICE

3.1 Customer shall only be entitled to host one website per Shared Webhosting service. However, Customer shall be entitled to host multiple databases per Database Hosting service.

3.2 FirstNet shall provide Customer with the Disk Space more fully described in the Application Form on a Server in order to host Customer’s website and/or database, on such platform as selected in the Application Form.

3.3 Should Customer reach the allocated Disk Space, Customer will not be able to upload any file to his website and/or database. Customer is therefore advised to upgrade to another Shared Webhosting and/or Database Hosting package.

3.4 FirstNet does not guarantee that Customer will not be able to upload any file should his allocated Disk Space be reached. FirstNet shall therefore be entitled to charge Customer the additional fee set out in the Application Form for such excess space used.

3.5 In the case of Shared Webhosting, the maximum traffic allocation to Customer's website shall be as set out in the Application Form. Any traffic in excess thereof will be subject to additional payment by Customer as set out in the Application Form or Service Website.

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3.6 FirstNet undertakes to use reasonable endeavours to ensure that Customer's Disk Space is secure to prevent unauthorized access.

3.7 FirstNet will, without being under any obligation to do so, maintain, and/or upgrade the Server, which will include any patches, updates, security updates/patches of whatever nature. Customer herewith authorises FirstNet to implement any of the above, as and when it deem fit. Although FirstNet will use its reasonable endeavours not to affect the Service or the hosting of any content, application, and/or data of whatever nature FirstNet, expressly disclaims any direct, indirect, incidental, special, punitive or consequential losses or damages which arise or may arise out of such maintenance and/or upgrades.

3.8 Customer agrees that any software, application and/or component required and loaded by Customer or loaded on behalf of Customer for the website and/or database will be his own responsibility and is loaded at his sole risk and responsibility. FirstNet shall not be liable for any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on his website and/or database.

3.9 Notwithstanding the provisions of clause 3.7 above, FirstNet will be entitled, but without having any obligation to do so:

- (i) in its own discretion determine which software, applications and/or components may be loaded by Customer on or for the website and/or the database; and
- (ii) have the right to:
  - (a) disallow the installation of any software, application and/or component required by Customer;
  - (b) suspend Customer's website and/or database and/or access to his website and/or database without notice to Customer should Customer install any software, application and/or component which may affect the security or operation of FirstNet's server and network infrastructure; and/or use and/or access to the Service by FirstNet's customer's. FirstNet shall not be liable for any losses, damages, costs, claims, penalties, fines of whatever nature resulting from Customer's installation and/or use of any software, application and/or component on its website and/or database.

3.10 The licensing of all installed software, application and/or component contemplated in clauses 3.7 and 3.8 shall be the sole responsibility of Customer. Without limiting FirstNet's rights, any failure to license such software and/or applications correctly may result in the termination and/or suspension. FirstNet retains the right to carry out routine checks to validate such software license agreements.

3.11 Customer will be solely responsible for all the support, maintenance and/or upgrades of any software, application, and/or component, installed in terms of clause 3.7, which will include any code settings, configurations, modifications, patches, updates and security updates/patches of whatever nature. FirstNet shall provide Customer with technical support relating to FTP in the case of Shared Webhosting and database access details consisting of database name, database username and database password in the case of Database Hosting, but in both instances in the form of connectivity checks only.

3.12 The Service does not include the development, maintenance and/or FTP or uploading of the Customer's website and/or database in any way whatsoever.

3.13 It shall be Customer's sole responsibility to do back-ups of its content/data hosted in terms of the Service. FirstNet shall not be liable for any loss of content or data, whatsoever.