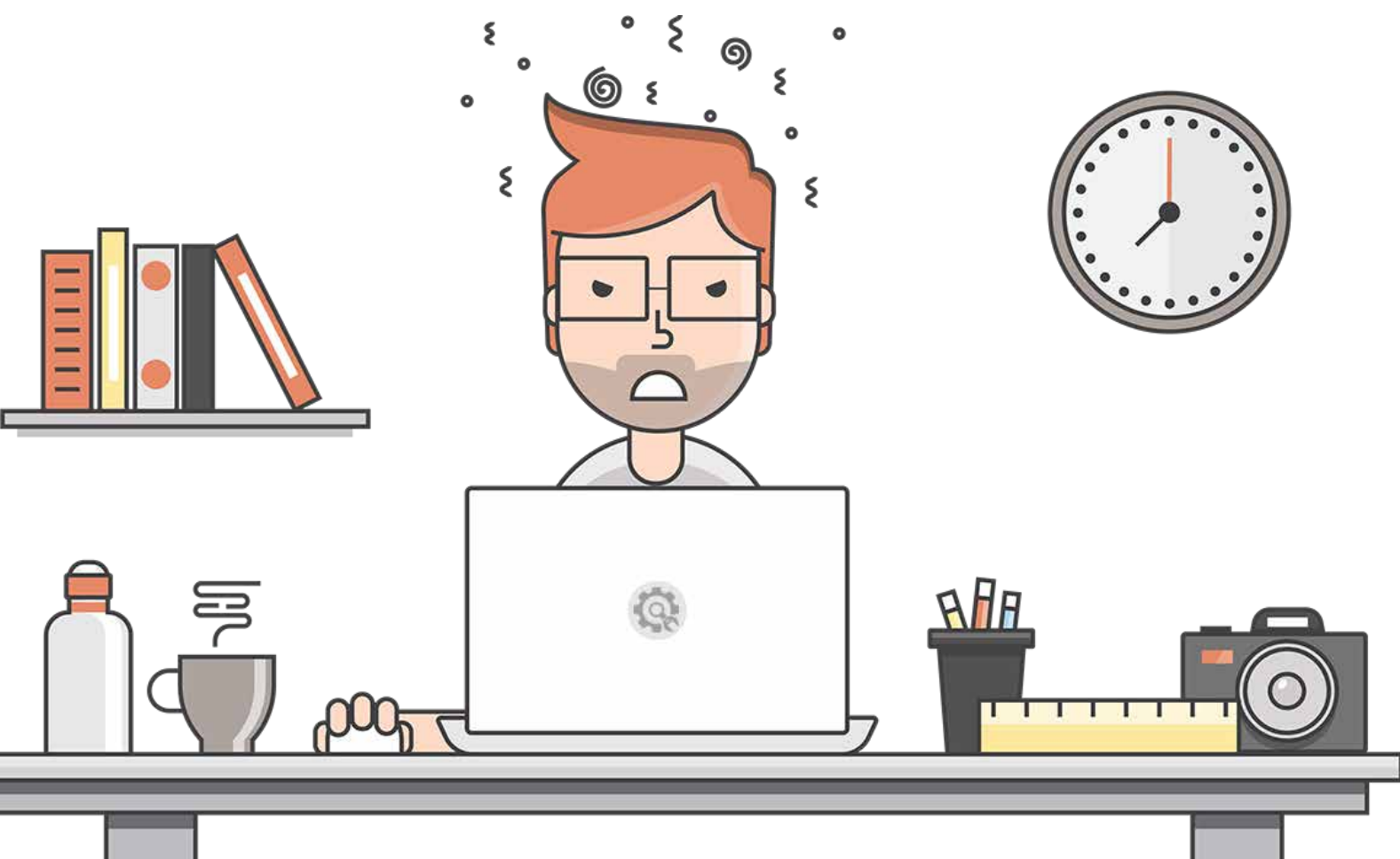




Phaphamani
Advertising
Agency



THE BUSINESS BRAND PACKAGE

DESIGN | HOSTING | OFFICE SUPPORT

Terms and conditions
Updated 15/02/2021

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Future growth consultation support is free, charges will apply as per new job requested (after free consultation and new job acceptance of a quote)

Phaphamani Advertising Agency will supply Letterhead on word, Power point branded presentation file, Free Invoicing software, Email Hosting & Support, Signatures design & setup Web Design, Hosting & Support and Search Engine Optimization

Your Website package is called platinum, it has, priority support, Mx record control, email forwarding, email aliases spam filter, Anti-virus, Auto-responders, Pop3, Imap, Wordpress website, Email control panel, dns control panel backups, Site stats, Raw log files, Web file manager password protect folders custom error pages, Flash support streaming support silverlight support mysql databases microsoft sql databases, Microsoft access databases, Firewall anti-spam anti-virus ups power, Power generators, Server security access and unlimited storage space.

To provide all these services to you, Phaphamani Advertising Agency has certain legal and ethical responsibilities regarding the use of its computer network and equipment involved in these services.

1. Service Level Agreement (SLA)

Phaphamani Advertising Agency guarantees that in the event of a dedicated server hardware failure, the faulty hardware will be replaced within 30 Minutes of identifying the problem. In the event that this guarantee is not met, Phaphamani Advertising Agency will issue a credit for ten times the actual amount of additional downtime. The amount of compensation may not exceed the customer's monthly recurring charge. This guarantee does not include the time it requires to perform additional software related maintenance, including rebuilding web accounts from backups, cloning hard drives, reloading the operating system, reloading and configuring applications, or rebuilding RAID arrays and electricity load shading.

2. Network Uptime Service Level Agreement

Phaphamani Advertising Agency guarantees network uptime to be 100%. This guarantee assures that all major routing devices within our network are reachable from the global internet 100% of the time.

3 Network SLA Exclusions

Many possible situations are completely beyond the control of Phaphamani Advertising Agency and therefore are not in the scope of this SLA. These situations include:

- **Scheduled Network Maintenance** – occasionally network maintenance will be required. Phaphamani Advertising Agency will do everything possible to

minimize and avoid downtime during this maintenance. You will receive prior notification of upcoming maintenance at the e-mail address we have on file. Scheduled maintenance periods are not eligible for SLA credits.

- **Hardware Maintenance** – on rare occasions, the hardware in our Dedicated Server may need maintenance or replacement. Phaphamani Advertising Agency will do everything possible to minimize any downtime in these situations per our hardware replacement SLA. Any downtime incurred as a result of this maintenance will not be counted towards our network SLA.

- **Software Maintenance** – an important part of managing a dedicated server is keeping the software up to date. Occasional software updates will be required to address security or performance issues. Usually you will experience little or no downtime in these situations, but we cannot guarantee a specific amount of time in all situations.

- **Malicious Attacks** – if a third party not associated with Phaphamani Advertising Agency initiates a “Denial of Service” or other form of disabling attack against your site or major portions of our network, Phaphamani Advertising Agency will do everything in its power to stop the attack, but cannot guarantee a resolution time.

- **Legal Actions** – In the case that a legal action is taken against a customer of Phaphamani Advertising Agency and Phaphamani Advertising Agency is required to act in accordance with the order, Phaphamani Advertising Agency shall not be responsible for any SLA damages.

4. Network SLA Remedy

In the event that Phaphamani Advertising Agency does not meet this SLA, Hosting clients will become eligible to request compensation for downtime. If Phaphamani Advertising Agency is or is directly responsible for causing the downtime, the customer will receive a credit for 10 times the actual amount of downtime. This means that if your server is unreachable for 1 hour, you will receive 10 hours of credit.

5. Technical and Remote Support Services

The Services are provided via email, phone, Internet chat and remote desktop sharing. Remote web support services may require additional software. Client gives support team permission to install, configure, and use such software on Client's computers.

To provide the Services, support team must access a computer receiving the Services over the Internet. Client must assist support team in any manner necessary to diagnose the computer and provide the Services. Failure to fully cooperate with the support team shall be considered a breach of this Agreement.

Client warrants that use of the Services complies with all applicable computer and network policies. Prior to receiving the Services, Client must have administrator rights to the computer, have a back-up of all data on the computer, and provide support team with correct and accurate information.

Coverage parameters specific to the service(s) covered in this agreement are as follows:

- Email support: monitored 8:00 a.m. to 4:30 p.m. Monday – Friday
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

- On-site assistance guaranteed within 24 hours during the business week. A fee will be charged per our call rates.
- Telephone support will be available to clients from 8h00 to 4h30 on Mondays to Friday. Please note, if the call is not urgent, send us an email so we can document and open a ticket.
- We are not taking WhatsApp requests/tickets
- SMS line support will be available to clients from 8h00 to 4h30 on Mondays to Friday.

Remote assistance will be provided in-line with the above timescales.

6 Limitations

The Services do not cover hardware repair services, lost or expected profits. Phaphamani Advertising Agency does not guarantee that it will recover lost or corrupted data, lost or deleted work, or lost or damaged personal files.

The Services are provided only over Internet chat, and access to the Internet is required to receive such Services. A Broadband Internet connection must be in place in order for our support team to deliver their services. Client is solely responsible for providing a broadband Internet connection and access to its computers. Any interruption or disconnection to the Internet may limit our ability to perform Services. Phaphamani Advertising Agency makes no representations or warranties regarding the availability or quality of the Services or that the Services will be performed in a timely manner. Client authorizes support team to accept, download, install, and use Software and third party software on its behalf.

7. Payment Policies

All accounts are billed in advance and service fees are non-refundable. All pricing is guaranteed for the term of pre-payment. Phaphamani Advertising Agency reserves the right to change prices at any time. Any account not brought current within a week of e-mail notice or exceeding this time frame in any way is subject to suspension. Phaphamani Advertising Agency may delete client's hosting space, web site files, email accounts and all other files and database for non-payment from Phaphamani Advertising Agency servers without any backup. Renewal of account or re-setting up of email or web services may require a new setup fee. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Phaphamani Advertising Agency in writing for a request for termination of services.

Any accounts past due over 60 days will be charged a monthly interest rate of 2.5%. Interest charge will be applied from original due date. Any accounts over 90 days past due will be referred to our attorney or collection agency for collection and your web site will be closed until payment is received.

8. Website domain renewal & Hosting and Service Fee

The Client agrees to pay the website hosting fee in advance, on an annual basis according to the then current price for the website hosting services. Due to the nature of our services and labor involved, website design, development, programming, marketing, search engine optimization, and hosting and any other services we offer are non-refundable. If your account has been cancelled by us due to a breach of the terms and conditions on your part, you will not be eligible for a refund. Phone requests will not constitute acceptance of any cancellation.

In the event of collection of a past due account through court or collection agency, the Client agrees to pay attorney fees, court fees, collection agency fees, or any fees and costs incurred for such collection in full.

9. Hosting billing cycle (terms) is yearly (12 months).

The Billing Cycle begins on the Plan Activation Date. In order to insure uninterrupted service to your website, hosting plans will automatically renew at the end of the plan's Billing Cycle. All technical support queries must be made to using our email: hosting@phaphamaniad.co.za

10. Renewals and Cancellations.

Web site maintenance, hosting, internet marketing and any other service plans mentioned in this agreement will automatically renew until a plan or service is cancelled. Cancellation requests must be received by minimum of thirty (30) days prior to the end of your Billing Cycle. Cancellations submitted later than this time may result in automatic renewal of your service plan. All accounts are billed in advance and service fees, including automatic renewals are non-refundable. Cancellations become effective on the day processed. We will confirm the cancellation request when it is processed. If you do not receive a con-

firmation, please contact us as soon as possible.

10.1. Phaphamani Advertising Agency will monitor on your behalf problems related to domain name transfers, your ISP, or any other secondary issues not directly related to services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. Phaphamani Advertising Agency reserves the right to cancel any account, at any time, without notice, for any reason Phaphamani Advertising Agency considers appropriate.

11. Lawful Purpose

Phaphamani Advertising Agency reserves the right to refuse service to anyone. Customers may only use Phaphamani Advertising Agency's service for lawful purpose. Transmission of any material in violation of South African Law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets.

12. Indemnification

Customer agrees that it shall defend, indemnify, save and hold Phaphamani Advertising Agency harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Phaphamani Advertising Agency, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Phaphamani Advertising Agency against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Phaphamani Advertising Agency's server; (2) any material supplied by customer infringing or allegedly in-

fringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Phaphamani Advertising Agency.'s server.

12.1. You agree to release, indemnify, defend and hold harmless Phaphamani Advertising Agency. and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Phaphamani Advertising Agency. services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Phaphamani Advertising Agency., including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Phaphamani Advertising Agency. services, or (g) any information, material, or services available on your licensed Phaphamani Advertising Agency. Web Site. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Phaphamani Advertising Agency. services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you

