

Acceptable Usage Policy

- Bright Spark Trading 92.cc traded as MobileNetSolution, is a privately owned company based in 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. Bright Spark Trading 92.cc traded as MobileNetSolution reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Illegal Use

Bright Spark Trading 92.cc traded as MobileNetSolution's 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", "Illegal Mp3's" etc.

We will be the sole arbiters as to what constitutes a violation of this provision.

System and Network Security

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, 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 Bright Spark Trading 92.cc traded as MobileNetSolution's 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 channelling such activities through a Bright Spark Trading 92.cc traded as MobileNetSolution provided server, or using a Bright Spark Trading 92.cc traded as MobileNetSolution provided server as a maildrop for responses

To falsify user information provided to Bright Spark Trading 92.cc traded as MobileNetSolution or to other users of the service in connection with use of a Bright Spark Trading 92.cc traded as MobileNetSolution service

When Bright Spark Trading 92.cc traded as MobileNetSolution becomes aware of an alleged violation of its AUP (Acceptable Use Policy), Bright Spark Trading 92.cc traded as MobileNetSolution will initiate an investigation (within 24-48 hours). During the investigation Bright Spark Trading 92.cc traded as MobileNetSolution may restrict Customer 's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, Bright Spark Trading 92.cc traded as MobileNetSolution may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, Bright Spark Trading

92.cc traded as MobileNetSolution 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, Bright Spark Trading 92.cc traded as MobileNetSolution will notify the appropriate law enforcement department of such violation.

Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution personnel must spend to investigate any violations.

Modification

Bright Spark Trading 92.cc traded as MobileNetSolution reserves the right to add, delete, or modify any provision of this Policy at any time without notice. Reporting Network Abuse Any party seeking to report any violations Bright Spark Trading 92.cc traded as MobileNetSolution's policy may contact via e-mail: abuse@webafrica.co.za

CUSTOMER SERVICE AGREEMENT

This is an agreement between you and Bright Spark Trading 92.cc traded as MobileNetSolution regarding your use of Bright Spark Trading 92.cc traded as MobileNetSolution's computers, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Bright Spark Trading 92.cc traded as MobileNetSolution makes the services offered by Bright Spark Trading 92.cc traded as MobileNetSolution available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the " Bright Spark Trading 92.cc traded as MobileNetSolution " web hosting or similar services. Under this Agreement, you must comply with Bright Spark Trading 92.cc traded as MobileNetSolution's then current "Acceptable Use Policy," as updated from time to time by Bright Spark Trading 92.cc traded as MobileNetSolution.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. Bright Spark Trading 92.cc traded as MobileNetSolution will provide a service to the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen service, for the period of time (the Term) corresponding with the payment plan

chosen by the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. Cancellation may be done via the following methods:

- i) Using the Customer Services Area (preferred).
- ii) Telephonically via the call center.

Please note we require notification of non-renewal at least 2 business days prior to the renewal date. If you do not provide this notice, you will be charged for the next terms rate. There are no refunds on a la carte services.

2. Bright Spark Trading 92.cc traded as MobileNetSolution's 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. Bright Spark Trading 92.cc traded as MobileNetSolution expressly disclaims any representation or warranty that the Bright Spark Trading 92.cc traded as MobileNetSolution services will be error-free, secure or uninterrupted. No oral advice or written information given by Bright Spark Trading 92.cc traded as MobileNetSolution, 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.

3. 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 Bright Spark Trading 92.cc traded as MobileNetSolution, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Bright Spark Trading 92.cc traded as MobileNetSolution based upon the severity of the violation. Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution's then current Acceptable Use Policy, in the sole and absolute opinion of Bright Spark Trading 92.cc traded as MobileNetSolution. 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 Bright Spark Trading 92.cc traded as MobileNetSolution from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Bright Spark Trading 92.cc traded as MobileNetSolution, (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.

4. 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 Bright Spark Trading 92.cc traded as MobileNetSolution reserves the right to change the specified rates and charges from time to time.

5. The Account Holder agrees to follow generally accepted rules of "Netiquette" when

sending e-mail messages or posting to newsgroups. Bright Spark Trading 92.cc traded as MobileNetSolution will not change passwords to any account without proof of identification, which is satisfactory to Bright Spark Trading 92.cc traded as MobileNetSolution, 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 Bright Spark Trading 92.cc traded as MobileNetSolution will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. The Account Holder agrees not to harm Bright Spark Trading 92.cc traded as MobileNetSolution, its reputation, computer systems, programming and/or other persons using Bright Spark Trading 92.cc traded as MobileNetSolution's services. Bright Spark Trading 92.cc traded as MobileNetSolution reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Bright Spark Trading 92.cc traded as MobileNetSolution are provided on a shared server. This 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 it's website. Bright Spark Trading 92.cc traded as MobileNetSolution will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by Bright Spark Trading 92.cc traded as MobileNetSolution. The terms of this Section will survive any termination of this Agreement.

7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Bright Spark Trading 92.cc traded as MobileNetSolution.

8. 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. Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution, Bright Spark Trading 92.cc traded as MobileNetSolution may terminate the services being provided to the Account Holder.

9. Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution be liable to the Account Holder for any damages resulting from or related to any failure or delay of Bright Spark Trading 92.cc traded as MobileNetSolution in providing access to the Internet under this Agreement. In no event shall Bright Spark Trading 92.cc traded as MobileNetSolution 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 Bright Spark Trading 92.cc traded as MobileNetSolution 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.

10. 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 Bright Spark Trading 92.cc traded as MobileNetSolution account may not be transferred without prior written approval from Bright Spark Trading 92.cc traded as MobileNetSolution. 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 Bright Spark Trading 92.cc traded as MobileNetSolution services, including any damages resulting there from, until the Account Holder notifies Bright Spark Trading 92.cc traded as MobileNetSolution's customer service.

11. If Bright Spark Trading 92.cc traded as MobileNetSolution assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the Bright Spark Trading 92.cc traded as MobileNetSolution services, the right to use that Internet Protocol address will remain with and belong only to Bright Spark Trading 92.cc traded as MobileNetSolution, and the Account Holder will have no right to use that Internet Protocol address except as allowed by Bright Spark Trading 92.cc traded as MobileNetSolution in its sole and absolute discretion.

12. This Agreement constitutes the entire agreement between the Account Holder and Bright Spark Trading 92.cc traded as MobileNetSolution with respect to the Bright Spark Trading 92.cc traded as MobileNetSolution services and supersedes all prior agreements between the Account Holder and Bright Spark Trading 92.cc traded as MobileNetSolution. Bright Spark Trading 92.cc traded as MobileNetSolution's 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.

13. 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.

14. The Account Holder agrees to indemnify and hold Bright Spark Trading 92.cc traded as MobileNetSolution harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Bright Spark Trading 92.cc traded as MobileNetSolution 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.

15. Bright Spark Trading 92.cc traded as MobileNetSolution may include the Account Holder's name and contact information in directories of Bright Spark Trading 92.cc traded as MobileNetSolution's service subscribers for the purpose promoting the use of the services by additional potential clients. However, Bright Spark Trading 92.cc traded as MobileNetSolution 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.

16. 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 federal and provincial courts of South Africa for any action arising out of or relating to the Account Holder's use of the Bright Spark Trading 92.cc traded as MobileNetSolution services. The federal and provincial 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 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.

17. 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.

18. 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 Bright Spark Trading 92.cc traded as MobileNetSolution has been forced to create its no adult sites policy for its virtual server users.

19. 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.

20. Once your account has exceeded its allotted resource limits (such as, but not limited to bandwidth or disk space) additional fees will be applied. Full responsibility for any excess resources generated by an account is assumed by the account holder. Temporary closure of accounts after resource exhaustion will not be applied automatically unless specified by the account holder. NB: please view our 'hosting package' pages within our website for current pricing and general information regarding this.

21. 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.

22. If an account holder reverses a credit card charge, a R200 (incl VAT) charge back fee will be applied to the customer's account. Failed debit orders incur a charge of R50 (incl VAT).

23. If an account holder's account is overdue for 10 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a R200 collection fee added to the balance previously due.

24. All accounts are subject to verification.

25. You agree that Bright Spark Trading 92.cc traded as MobileNetSolution may establish limits concerning use of any Bright Spark Trading 92.cc traded as MobileNetSolution service offered on any Bright Spark Trading 92.cc traded as MobileNetSolution web site, including without limitation the maximum number of days that e-mail messages will be retained by any Bright Spark Trading 92.cc traded as MobileNetSolution service, the maximum number of e-mail messages that may be sent from or received by an account on any Bright Spark Trading 92.cc traded as MobileNetSolution service, the maximum size of an e-mail message that may be sent from or received by an account on any Bright Spark Trading 92.cc traded as MobileNetSolution service, the maximum disk space that will be allotted on Bright Spark Trading 92.cc traded as MobileNetSolution's servers on your behalf either cumulatively or for any particular service. You agree that Bright Spark Trading 92.cc traded as MobileNetSolution has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Bright Spark Trading 92.cc traded as MobileNetSolution service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Bright Spark Trading 92.cc traded as MobileNetSolution service may change at any time.

26. In the event of 1 day of non-payment, you agree to Bright Spark Trading 92.cc traded as MobileNetSolution's 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 Bright Spark Trading 92.cc traded as MobileNetSolution.

27. Bright Spark Trading 92.cc traded as MobileNetSolution 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.

28. The responsibility of all passwords and other related sensitive information is assumed by the account holder, should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to blank passwords or "test" accounts) no fault shall be levied on Bright Spark Trading 92.cc traded as MobileNetSolution.

29. Limitation of liability - You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for 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, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed two thousand (R2000) rand.

30. Traffic Overage Disputes - Should you wish to dispute a traffic overage charge you may do so by requesting an overage investigation, however should the traffic usage be accurate within a 5% margin a once off charge of R150 per domain/server will be applied to the corresponding account.

Website Take Downs

All queries related to website take downs may be directed to ISPA.

Website: www.ispa.org.za

Email: takedown@ispa.org.za