

# Standard Terms and Conditions

## Mindspring Computing CC

CK91/02644/23

### Definitions

"*Agreement*" means these general terms and conditions, together with any specific terms and conditions associated with each order for Service from Mindspring Computing.

"*Service*" means access to and use of Mindspring Computing's network, computer resources, and data storage facilities, and third party facilities, including communication equipment, computer resources and stored data.

### Provision of Service

Mindspring Computing will supply the Service to the Customer in accordance with the terms of this Agreement, using what it considers to be the most appropriate means available from time to time.

### Quality of service

Mindspring Computing is committed to delivering data transfer speeds at or as close as possible to your allotted plan speed but provides no guarantees due to factors outside of Mindspring Computing's control including but not limited to: existing computer configuration, geography and third party network providers. Speed of any data service advertised is the maximum speed capable, actual experience may differ.

### Service availability

While Mindspring Computing will endeavour to make its services available 24 hours a day, seven days a week (except for network maintenance, which Mindspring Computing will notify in advance when reasonably possible), Mindspring Computing does not guarantee that the Customer will have access to the service at all times.

### Customer Responsibility and Acceptable Use Policy

The Customer is wholly responsible for its data and software, and – for example – should retain a backup of data or software to maintain or replace any Customer data stored on Mindspring Computing's facilities.

The Customer must not reveal to others its account access password, nor assign, transfer or delegate the Customer's responsibilities and obligations to any other person. The Customer is responsible for any charges incurred through use of its account access password.

The Customer agrees to use the Service for legal purposes only and the transfer or storage of any material through the Service that breaches any law or regulation is strictly prohibited. This includes but is not limited to, data, material and information that is protected by copyright, or that is obscene, slanderous, discriminatory, threatening or in breach of any law or regulation. The Customer also commits to observance of intellectual property rights, and undertakes not to send or promote the sending of spam e-mail.

The Customer must also comply with Mindspring Computing's Acceptable Use Policy available at <http://www.mindspring.co.za/Legal%20Docs/Mindspring%20Acceptable%20Use%20Policy.pdf>

The Customer is liable for any fines, fees or damages charged to Mindspring Computing or any other party because of the Customer's actions.

Mindspring Computing's preferred and primary form of communications with its Customers is via email, and the Customer must provide up-to-date contact details including phone, email, and address at the time of ordering any Service, and on any subsequent change in those details.

### **Removal of content**

Mindspring Computing may suspend or terminate the service of any Customer that does not comply with these terms and conditions, the Mindspring Acceptable Use Policy, or any other contractual obligations.

### **Service Fees**

All accounts are payable in advance, and Mindspring Computing may charge the Customer interest on any overdue amounts at the rate of 1.5% each month on the outstanding balance. Any billing disputes must be lodged in writing via email to [support@mindspring.co.za](mailto:support@mindspring.co.za) within 7 days from date of invoice. Any amounts within a given invoice that are not disputed need to be paid within the payment terms to avoid potential loss of service.

### **Credit check**

The Customer consents to, and agrees to provide the necessary assistance for, Mindspring Computing to obtain a credit report from a recognised credit reporting agency containing personal information for Mindspring Computing's business purposes, including the assessment of an order for Services or the collection of overdue accounts. The Customer also agrees that Mindspring Computing may provide information to a credit reporting agency in relation to any Customer account not operated in accordance with this Agreement and that direct costs associated with any such collections may be added to the Customer account.

### **Exclusion of Liability**

Mindspring Computing accepts no liability for loss resulting from use of the Service unless that liability cannot be excluded by law - in which case, Mindspring Computing limits its liability to re-supply or replacement of the goods or services.

### **Variations of the Agreement**

Mindspring Computing may vary these terms and conditions (including pricing and any other terms) at any time.

If Mindspring Computing varies these terms after the Customer has been given access to the Service, and the Customer is materially worse off, Mindspring Computing will give the Customer 30 days notice of that change (unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case Mindspring

Computing will give the Customer as much warning as it reasonably can).

Where Mindspring Computing transfers any customer account to a third party, it will notify the Customer by email, and transfer any of the Customer's confidential data in a secure manner to the third party, and also seek to ensure that the third party holds that data in a secure manner, to ensure its ongoing protection.

## **Termination**

Either party may terminate this agreement at the end of any contracted period, or - if there is no contracted period, at any time by giving thirty days written notice.

In the case of a service being closed by either party outside of any contract period, the service will be terminated at the end of the billing period closest to the final days of the notification period

If the Customer has committed to a fixed term contract (e.g. 6 or 12 months) and wishes to terminate the contract before the end of the term, a cancellation fee applies - being the monthly fee for the Service, multiplied by the number of months remaining in the contract term.

If, in Mindspring Computing's reasonable opinion, the Customer breaches the terms of this agreement, Mindspring Computing may terminate the Customer's access without notice and without any credit or refund.