

General Terms and Conditions

Updated: 04/09/2019

1. General Notice

- 1.1. This is an agreement between you and PacketSky regarding your use of PacketSky products, services, computers, interactive information, communications and server management service. All such usage shall be subject to the terms and conditions contained in this agreement and the policies set out below as read with the product specific terms and conditions applicable to the relevant product or service (collectively, "the / this Agreement").

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.

In circumstances of the Consumer Protection Act, 2008 ("the CPA") being applicable to this Agreement, the provisions of the CPA shall prevail in the event of a conflict between any provision of this Agreement and the provisions of the CPA

2. Acceptable Usage Policy

2.1. Acceptable Use Policy

- 2.1.1. By using our services, you agree to comply with our Policies and Procedures, including this Acceptable Use Policy (AUP).

2.2. General and Acceptable Use

- 2.2.1. You are expected to use the Internet and other networks and services access through the services 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.

2.3. Unacceptable Use

- 2.3.1. Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery, drug dealing, and other illegal activities.
- 2.3.2. PacketSky services and 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.
- 2.3.3. Due to the nature of a shared web hosting environment, PacketSky reserves the right to ask customers to upgrade or correct issues pertaining to upgrade their shared web hosting package, or to correct issues on their shared web hosting package, should it adversely affect the network or server performance for the majority of our hosting customers.
- 2.3.4. The PacketSky shared web hosting platform is intended for hosting a website with relevant content and function for a personal or small home business without the concern of traffic overages. The use of the service should not be indicative for large scale enterprises or applications where a dedicated server would be more suited.
- 2.3.5. PacketSky prohibits the use of the shared webhosting service disk space to be utilised for purposes other than its intended function: content hosting, personal and small enterprise email and relevant web files.

- 2.3.6. The use of shared or dedicated hosting services for hosting torrent boxes and/or running proxies is strictly prohibited. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from our network.
- 2.3.7. Posting of 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.
- 2.3.8. Any unacceptable use of the services constitutes a material breach of these Terms and Conditions of Use and PacketSky fully and strictly reserves its rights in this regard.

2.4. Business Use

- 2.4.1. 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:
- PacketSky defines a Business Customer as a business entity, when said entity is operating with more than 5 registered employees.
 - The distinction is in place on the basis that home/residential solutions are designed for a specific requirement <5 users on average.
 - A Business which is then over this number of users would attract a higher cost to service based on our uncapped, unlimited and unshaped model thus making the service unfeasible by design.
 - Business customers over the 5-employee threshold have the option to select a FTTB solution in the same area.
 - PacketSky has full discretion to immediately suspend or terminate any service not operating within these requirements without notice.

2.5. Interpretation

- 2.5.1. 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. PacketSky reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

2.6. System and Network Security

- 2.6.1. 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 email or a newsgroup posting; and
 - employing 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.

2.7. Spamming

- 2.7.1. 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 products or software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
- 2.7.2. It is contrary to PacketSky 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 channeling such activities through a PacketSky provided server, or using a PacketSky provided server as a mail drop for responses;
 - To falsify user information provided to PacketSky or to other users of the service in connection with use of a PacketSky service.



2.8. Determination of a breach of this Policy

- 2.8.1. PacketSky will be the sole arbiters and have a sole and unfettered discretion in determining what constitutes a violation of this Policy.

2.9. Consequences of breach of this Policy

- 2.9.1. When PacketSky becomes aware of an alleged violation of its AUP (Acceptable Use Policy), PacketSky will initiate an investigation (within 24-48 hours). During the investigation PacketSky may restrict your access in order to prevent further possible unauthorized activity. If you are found in violation of our SPAM policy, PacketSky may, at its sole discretion, restrict, suspend, or terminate your account and/or pursue other civil remedies. Also, PacketSky 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, PacketSky will notify the appropriate law enforcement department of such violation.
- 2.9.2. PacketSky does not issue service credits for any outages incurred through service disablement resulting from Policy violations.
- 2.9.3. You shall be held liable for any and all costs incurred by PacketSky as a result of your 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 clean-up of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations.
- 2.9.4. First violations will result in a Clean-up Fee of R1500 and your account will be reviewed for possible immediate termination.
- 2.9.5. A second violation will result in Clean-up Fee of R3500 and immediate termination of your account.
- 2.9.6. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that PacketSky personnel must spend to investigate any violations.

3. Modification

- 3.1. PacketSky may, at times with reasonable notice to Customers, revise or amend its current Shared and Dedicated Hosting offerings relating to price, features, traffic allocations and disk sizes.
- 3.2. PacketSky reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

4. Reporting Network Abuse

- 4.1. Any party seeking to report any violations PacketSky policy may contact via email: abuse@packetsky.com

5. Website Take Downs

- 5.1. All queries related to website take downs may be directed to the Internet Service Providers' Association (ISPA), which PacketSky has appointed as its agent for the purposes of receipt of take down notices in accordance with Chapter 11 of the Electronic Communications and Transactions Act of 2002: Website: ispa.org.za Email: takedown@ispa.org.za

6. Disclaimers and Limitation of Liability

- 6.1. 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.
- 6.2. We disclaim any and all loss or liability resulting from, but not limited to:
- loss or liability resulting from access delays or access interruptions;
 - loss or liability resulting from data non-delivery or data mis-delivery;
 - loss or liability resulting from acts of God;
 - loss or liability resulting from the unauthorized use or misuse of your account identifier or password;



- loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
 - loss or liability resulting from the interruption of your Service.
- 6.3. 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.
- 6.4. Subject always to the provisions of the CPA (Consumer Protection Act), to the extent that it is applicable, PacketSky 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. PacketSky expressly disclaims any representation or warranty that the PacketSky services will be error-free, secure or uninterrupted.
- 6.5. No oral advice or written information given by PacketSky, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice as if it were a warranty. The terms of this section will survive any termination of this Agreement.
- 6.6. PacketSky will use its best efforts to maintain a full time Internet presence for the Account Holder. You hereby acknowledge 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.
- 6.7. The terms of this Section will survive any termination of this Agreement.

7. Responsibility for Content and Account Holder Indemnities

- 7.1. You agree to indemnify and hold PacketSky harmless from any and all Claims resulting from or connected with any activities conducted by you. You and PacketSky will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement.
- 7.2. You agree not to store, transmit, link to, advertise or make available any images containing pornography through the Virtual Web Hosting service. PacketSky reserves the right to refuse service if any of the content within, or any links from, your website is deemed illegal, misleading, or obscene, or is otherwise in breach of these terms or PacketSky then current Acceptable Use Policy, in the sole and absolute opinion of PacketSky.
- 7.3. PacketSky will not change passwords to any account without proof of identification, which is satisfactory to PacketSky, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes you, you understand that PacketSky will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will PacketSky be liable for any losses incurred by you during this time of determination of ownership, or otherwise. You agree to indemnify and hold harmless PacketSky from any and all Claims arising from such ownership disputes.
- 7.4. You agree to indemnify and hold harmless PacketSky and any other Account Holder from any and all Claims resulting from your use of the services provided by PacketSky. The terms of this Section will survive any termination of this Agreement.
- 7.5. You agree not to harm PacketSky, its reputation, computer systems, programming and/or other persons using PacketSky services.
- 7.6. The terms of this Section will survive any termination of this Agreement.

8. Variation of Services

- 8.1. You agree that PacketSky may establish limits concerning use of any PacketSky service offered on any PacketSky web site, including without limitation the maximum number of days that email messages will be retained by any PacketSky service, the maximum number of e-mail messages that may be sent from or received by an account on any PacketSky service, the maximum size of an e-mail message that may be sent from or received by an account on any PacketSky service, the maximum disk space that will be allotted on PacketSky servers on your behalf either cumulatively or for any particular service. You agree that PacketSky has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any PacketSky service.



You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any PacketSky service may change at any time.

- 8.2. PacketSky reserves the right to select the server for your website for best performance. You understand that the services provided by PacketSky 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 your website overwhelms the server and causes complaints from other users, you have outgrown the realm of shared servers, and will need to relocate your website. If you refuse to comply with this Section, then PacketSky has the right to terminate the services provided to you without any refunds of the unused portion prepaid by you.

9. Non-transferability of Services

- 9.1. Your rights and privileges under this Agreement cannot be sold or transferred by you without the prior written consent of PacketSky.
- 9.2. To the extent that is allowed by law, you agree that PacketSky can at any time do any of the following without your permission:
- Transfer any rights under the Agreement, to any one or more persons or entities; and/or
 - Transfer/delegate or hand-over any obligations or responsibilities under the Agreement to any one or more persons or entities

10. Passwords

- 10.1. You are responsible for maintaining the confidentiality of your password. In the event of a breach of security through your account, you will be liable for any unauthorized use of PacketSky services, including any damages resulting there from, until you notify PacketSky customer service.
- 10.2. The responsibility of all passwords and other related sensitive information is assumed by you, 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 PacketSky

11. Assignment of IP Addresses

- 11.1. If PacketSky assigns you an Internet Protocol address in connection with your use of the PacketSky services, the right to use that Internet Protocol address will remain with and belong only to PacketSky, and you will have no right to use that Internet Protocol address except as allowed by PacketSky in its sole and absolute discretion.

12. General provisions

- 12.1. This Agreement constitutes the entire agreement between you and PacketSky with respect to the PacketSky services and supersedes all prior agreements between you and PacketSky. PacketSky reserves the right to amend this Agreement from time to time. Any new version of the Agreement will be displayed on our Website together with the date on which it will become effective. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made. Any use by you of the PacketSky services after the effective date of any such amendment, shall be deemed to constitute acceptance by you of such amendment.
- 12.2. PacketSky failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.
- 12.3. 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.
- 12.4. The terms of this Section will survive any termination of this Agreement.
- 12.5. Save where otherwise provided for in this Agreement, if you:
- fail to pay any amount payable under this Agreement within ten days after receipt of written demand requiring such payment; or
 - commit a breach of any provision (other than a payment obligation) of this Agreement and, if such breach is capable of remedy, fail to remedy such breach within thirty days after receipt of written demand requiring you to do so;



- are placed under liquidation, judicial management, business rescue proceedings or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily;
- commit any act which if committed by a natural person would constitute an act of insolvency;
- become insolvent;
- compromise or attempt to compromise generally with any of your creditors;
- have a final judgment taken against you which is not satisfied within 30 days after the granting of such judgment, then PacketSky shall be entitled, without prejudice to any of its other rights under this Agreement and/or in law and by giving written notice, to immediately cancel this Agreement or to claim immediate specific performance of all of your obligations whether or not due for performance, in either event without prejudice to PacketSky's right to claim damages.

12.6. 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).

12.7. You consent to the jurisdiction of the South Africa courts.

12.8. The PacketSky services are provided from Johannesburg, Cape Town and Durban, South Africa, and this Agreement is deemed to have been entered into at these locations.

12.9. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, fax or by email. 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, and shall be deemed to have been received on the 5th Business day after posting. Emails and faxes shall be deemed to be received on the Business Day they are sent if sent before 16h00 on that day or on the next Business Day thereafter is sent after 16h00 on a Business Day or if sent on a non-Business Day.

13. Dispute Resolution

13.1. General Dispute Resolution

13.1.1. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mind set, without formal proceedings and in accordance with the various dispute resolution procedures provided.

13.1.2. The complaint is required to be accompanied by the following;

- Your full particulars and contact details;
- Your relationship with PacketSky and any customer reference which may be applicable;
- A statement of the reasons for the complaint with enough detail to allow us to assess these; and
- Any relevant evidence or documentation you wish to submit in support of your complaint.
- In accordance with the ISPA Code of Conduct, PacketSky will investigate complaints made in accordance with this

13.1.3. Code of Conduct and any additional codes of practice or best practices a member has voluntarily complied with, unless such complaints are frivolous, unreasonable, vexatious or in bad faith. Under this General Dispute Resolution, PacketSky will:

- Acknowledge receipt of your complaint within three working days; and
- Determine an outcome for the complaint and communicate this to you within fourteen (14) working days.

13.1.4. You are required to direct a general complaint to complaints@packetsky.com

13.2. Referral of Complaints to ISPA

13.2.1. If you are not happy about the outcome of the Complaint you have the right to escalate it to ISPA.

13.2.2. Complaints can be lodged with ISPA online by following this link: <https://ispa.org.za/code-ofconduct/complaints-form/>

13.2.3. ISPA can also be contacted in the following ways:

- telephone 010 500 1200 or 087 550 1200
- email: queries@ispa.org.za



13.2.4. 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.

13.3. Billing Dispute Resolution

13.3.1. Purpose of this Procedure

13.3.1.1. This Procedure sets out the obligations of PacketSky and the Customer in resolving a Billing Dispute, including the manner in which Billing Disputes should be lodged and how they will be handled thereafter.

13.3.1.2. PacketSky Billing Dispute Handling Procedure is intended to service both the Customer and PacketSky interests by setting out clear rules and procedures to be used where Billing Disputes Occur.

13.3.2. Definitions:

13.3.2.1. "Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.

13.3.2.2. "Billing Dispute Notice" means a notice submitted by the Customer in terms of this Procedure.

13.3.2.3. "Billing Disputes Procedure" and "this Procedure" mean this Billing Dispute Procedure for the initiation and resolution of Billing Disputes.

13.3.2.4. "Billing Enquiry" means the situation where the Customer seeks information or clarification relating to an Invoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, this is not a Billing Dispute.

13.3.2.5. "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.

13.3.2.6. "Complaint" means an expression of dissatisfaction or grievance made by a Customer, but does not include a request for information. A Complaint is not a Billing Dispute.

13.3.3. General

13.3.3.1. Any charge recorded on an Invoice (the subject of a Billing Dispute) which is not submitted in accordance with this Procedure is payable in full to PacketSky by the Due Date of the Invoice.

13.3.3.2. For the avoidance of doubt the parties acknowledge and agree that:

- An amount that is not in dispute ("Undisputed Amount") cannot be withheld for any reason (including without limitation when that amount is on an invoice together with a Disputed Amount).
- Only Billing Disputes can trigger the Billing Dispute Handling Procedure (and the potential right to withhold payment of Disputed Amounts from PacketSky as set out below).
- Billing Enquiries and Complaints are not Billing Disputes and do not trigger the Billing Dispute Procedure. Billing Enquiries should be directed to finance@packetsky.com
- Complaints are dealt with under the PacketSky Complaints Handling Procedure.

13.3.3.3. Please note that PacketSky will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, it being your responsibility to safeguard access to the services which you receive and to use them in the manner set out in the terms and conditions applicable thereto.

13.3.4. Customer's obligations to first use this Procedure

13.3.4.1. As a current or prior Customer of PacketSky, you agree to allow PacketSky to attempt settlement of any Billing Dispute for 14 Business Days before raising a dispute with any third party, credit card company or bank. PacketSky requires and you agree that it be the first option in Billing Disputes. Should PacketSky receive a chargeback or other reversed charge from a third party, Credit Card Company or bank on your behalf before PacketSky has been given a chance to resolve the issue, PacketSky has the right to collect on the rendered services and any fees associated with those disputes.



13.3.4.2. Not all Billing Disputes may be settled to a customer's satisfaction. Once this Procedure has been exhausted, a Customer may use any third party, Credit Card Company or bank in an attempt to settle the dispute. However, PacketSky still retains the right to collect on any rendered services or fees that are due. Should PacketSky be unable to reverse any disputed amounts with a third party, Credit Card Company or bank, PacketSky will submit the full delinquent amount for Collections.

13.3.5. Time period within which Billing Disputes can be initiated

13.3.5.1. A Billing Dispute Notice may be lodged in the required manner until the passing of 60 days from the date of the relevant invoice.

13.3.6. Circumstances under which payment of a Disputed Amount may be withheld

13.3.6.1. You may only withhold payment of a Disputed Amount where PacketSky receives a valid Billing Dispute Notice relating to such Disputed Amount at least 5 Business Days prior to the Due Date recorded on the relevant invoice.

13.3.7. Billing Dispute Notice

13.3.7.1. A Billing Dispute can only be validly initiated through the submission of a valid Billing Dispute Notice using the Customer Portal.

13.3.7.2. The Billing Dispute Notice should clearly set out: 98.1. Invoice number and date; 98.2. The amount in dispute ("the Disputed Amount"); 98.3. The amount not in dispute ("the Undisputed Amount"); 98.4. The full details of the dispute; and 98.5. Any relevant evidence or documentation you wish to submit in support of your complaint.

13.3.8. Response to Billing Dispute Notice

13.3.8.1. Under the ISPA Code of Conduct Regulations PacketSky will acknowledge receipt of your complaint within 3 Business Days.

13.3.8.2. PacketSky shall provide a response to the Billing Dispute Notice within 14 Business Days, which response shall take one of the following forms:

- A rejection of the Billing Dispute Notice on the basis that:
- The Billing Dispute Notice was not received by PacketSky within 60 days from the date of the relevant invoice;
- The Billing Dispute Notice does not contain all of the information set out in clause 100 of this Billing Dispute Procedure or was not submitted in accordance with section 99.
- The Customer has not made payment in accordance with (and does not have A right to withhold payment) in terms of sections 61, 62.1 and 67 of this Procedure;
- PacketSky has confirmation from the Customer that the dispute which is the subject of the Billing Dispute Notice has been resolved;
- The Customer is disputing the charges on the basis that the Customer did not authorize the particular use of the services by another person; or
- PacketSky reasonably believes that the Customer does not have a bona fide dispute in relation to the charges.
- A request for information or documentation from the Customer lodging the Billing Dispute Notice which is reasonably required to assist PacketSky in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible and the running of the 14 Business Day period referred to below shall be suspended until such time as it has been received by PacketSky.
- A determination of the Billing Dispute and the reasons for such determination.

13.3.9. Referral to Senior Management

13.3.9.1. If you are not satisfied with PacketSky response under section 84 of the Billing Dispute Procedure then you must notify ("SM Request") PacketSky within 3 Business Days of receiving PacketSky response that you want the matter referred to Senior Management ("SM"). Subject to you complying with this clause 72 of the Billing Dispute Procedure, both parties agree:

- To ensure that SM meet to resolve the dispute within 7 Business Days of PacketSky receiving the SM Request but in any event not later than 14 Business Days after the lodging of the Billing Dispute Notice.
- Any decision of SM will be final and binding on both parties.



- Both parties acknowledge and agree that if PacketSky does not receive a Notification from you in accordance with this clause 72 then the Billing Dispute will be deemed to have been resolved in accordance with the response provided under section 72 and PacketSky will have no further obligations in relation to the Billing Dispute.

13.3.10. Resolution, Agreement or Determination

- 13.3.10.1. If stipulated under PacketSky response under section 84 or where SM agree on a resolution or reach a decision under section 85 that you must make payment of a Disputed Amount, you must within 5 Business Days of the date of the determination pay the Disputed Amount.
- 13.3.10.2. If stipulated under PacketSky's response under section 85 or where SM agree on a resolution or reach a decision under section 85 that PacketSky must withdraw the disputed charge or refund a disputed charge previously paid, PacketSky must as soon as practicable:
- If stipulated under PacketSky response under section 84 or where SM agree on a resolution or reach a decision under section 85 that PacketSky must withdraw the disputed charge or refund a disputed charge previously paid, PacketSky must as soon as practicable credit any Disputed Amount already paid by you.
- 13.3.10.3. Where a resolution or determination is made in accordance with clauses 74.1 or 74.2 then, subject to either party meeting the payment obligations specified in such resolution or determination, the Billing Dispute will be deemed to be resolved and PacketSky will have no further obligations in relation to the Billing Dispute.

13.3.11. Effect of this Procedure on continued service provision

- 13.3.11.1. PacketSky will not disconnect a service provided to you which is the subject of a Billing Dispute or take adverse collection procedures or impose late payment penalties or charges while attempting to resolve a Billing Dispute lodged in terms of this Procedure and until such time as PacketSky has reached a determination and communicated this to you.
- 13.3.11.2. We reserve the right, however, to take such measures immediately:
- Where a determination of the Billing Dispute has been made and communicated to you; or
 - Where you have indicated that you are unable to pay your invoice or bill or have filed or are the subject of any application to court for sequestration or liquidation or otherwise seek to reach a formal arrangement with your creditors.
- 13.3.11.3. Subject only to the above, the rights and obligations of each party under the Billing Dispute Procedure continue pending resolution of a Billing Dispute invoked under this Billing Dispute Procedure. For the avoidance of doubt this includes that PacketSky shall continue to have the right to terminate or suspend the service in accordance with PacketSky's rights under the agreement that you have with PacketSky.

13.3.12. Confidentiality

- 13.3.12.1. Neither party shall use any information obtained from the other party during the course of any process invoked under this Procedure for any purpose other than the resolution of the particular Billing Dispute.

13.3.13. Overage Disputes

- 13.3.13.1. Should you wish to dispute an overage charge you may do so by following the Billing Dispute Procedure and requesting an overage investigation.
- 13.3.13.2. Should, however, the overages be accurate (within a 5% margin) a once off charge of R150.00 per domain/server will be applied to your account.
- 13.3.13.3. Should you wish to dispute an overage charge you may do so by following the Billing Dispute Procedure and requesting an overage investigation.
- 13.3.13.4. Should, however, the overages be accurate (within a 5% margin) a once off charge of R150.00 per domain/server will be applied to your account.



13.3.14. Realm Disputes

- 13.3.14.1. Should you wish to dispute realm charges you may do so by following the Billing Dispute Procedure and requesting a realm investigation.
- 13.3.14.2. Should, however, the realm charges be accurate (within a 5% margin) a once off charge of R150.00 per realm will be applied to your account.

13.3.15. Request for Reconciliation or Historical Information/Reporting

- 13.3.15.1. Should you want a reconciliation done on your account, you may request one by following the Billing Dispute Procedure.
- 13.3.15.2. Should however the reconciliation prove the account to be accurate (within a 5% margin), a once off charge of R150.00 per reconciliation will be applied to your account. Should you request historical information that is made available to you on a monthly basis via the Customer Zone, DSL console, your Hosting control panel or any of the management interfaces provided to you, a once off administration charge of R150.00 per request will be applied to your account.

13.3.16. Referral of Billing Disputes to ICASA

- 13.3.16.1. If you are not happy about the outcome of the complaint you have the right to escalate it to ICASA. If ICASA cannot resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
- 13.3.16.2. ICASA can be contacted in the following ways:
 - telephone (011) 566 3000,
 - fax (011) 444 1919 or
 - email: consumer@icasa.org.za

14. Use of Account Holder information for promotional purposes

- 14.1. PacketSky may include your name and contact information in directories of PacketSky service subscribers for the purpose promoting the use of the services by additional potential customers. However, PacketSky is not authorized to print your name, trademarks or other identifying information in any other advertising or promotional materials without your prior written consent.

