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## Terms of Agreement with Privacy Policy

Terms and Conditions of Service by Team1media Pty Ltd & Use Relating to [www.team1media.com](http://www.team1media.com),  
[www.team1media.africa](http://www.team1media.africa) or [www.team1media.co.za](http://www.team1media.co.za).

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the Team1media Internet Services (“Provider”) website located at the domain name [www.team1media.co.za](http://www.team1media.co.za) (“the Website”).

By Ordering for services of Website Design, Domain Registration, Website Hosting & any of our Digital/Media Services, or accessing and using the Website, the User or Client also referred to here as “the Member” agrees to be bound by the Terms and Conditions set out in this legal notice/Agreement.

The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider (Team1media Pty Ltd).

Team1media Pty Ltd is a Digital Agency, a network and information provider connected to the Internet. Team1media Pty Ltd offers storage, transfer, hosting & Domain Registration services to its clients first in South Africa and we are gradually working on expanding to the SADC region of Africa.

Team1media Owns all or any work or products Done or Supplied to the Member as long as their account is in areas, & we reserve the right to halt any service at our discretion while Member’s account is in Areas unless Specifically arranged & agreed on between the Member & Team1media.

The client acknowledges that the Internet is neither owned nor controlled by any one entity; therefore, Team1media Pty Ltd can make no guarantees that any given user shall be able to access team1media Web servers or the client’s Website at any given time. Team1media Pty Ltd represents that it shall make every good faith effort to ensure that its services are available at all times as possible and with as little service interruption as possible.

Both Team1media Pty Ltd and you the client agree as follows:

### 1. Financial, Domains & Hosting

- a) Member agrees to prepay Domain & Hosting Fees as agreed upon in this Agreement monthly or yearly depending on current Package.

I have read & Understood all 9 Pages of these Terms & Conditions & Agree to the above Page

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Clients “Members” automatically agree to these Legal Terms of Service when they Order & Pay for any of Team1media’s Services as listed on our Website.

**Domains - Website-Design – Web-Hosting – Graphics Design – Marketing - CIPC Services**

- b) Member agrees & understands the meaning & services offered under the Hosting Packages (Web Hosting Services) to the effect that member pays for the following:
- i. Keeping Member's Website Available online
  - ii. Uploading & Editing of Webpages
  - iii. Adding & Removing Mailboxes
  - iv. Managing Mail Server Storage Allocation
  - v. Daily Backups on Website Files & Structure of Website
  - vi. Spam & Virus Protection
  - vii. 24/7 Monitoring
- c) Member agrees & Understands technology moves faster than anyone can predict, even Team1media, and therefore future Improvements on technology especially the ones that changes & affects the functionality of websites will not mean that Team1media designed an inferior Website in the first place, it will only mean that Website design has to be Updated, Upgraded or Redesigned altogether and in the event that a Website redesign is needed, Team1media will carry 2 thirds of the Current Updated Cost of the same number of pages the Member's website has and the Member would only contribute one third of the cost.
- d) Member agrees and understands that the size of their Webmail server is greatly affected by Member's Email habits, (to which effect training is offered Free soon after Website Design is completed) and therefore is the sole responsibility of the member to always monitor the Storage amount whenever they sign –on to their Business Emails.
- e) Member agrees & understands that in the event of spamming occurring on their mailbox, tools are available from within the Mailbox interface to blacklist or whitelist any and all unwelcome domains. Team1media's services is to guide the member to perform these simple & confidential tasks with tutorials and free coaching.
- f) Member agrees that Annual Hosting Combo Packages are only Valid to the member as long as their Annual Hosting Combo Package is renewed 30 days before or after their Specific Domain Expiration Date, this means Team1media goes the extra mile to give the member 30 Days Grace Period in the event that member fails to pay their Annual Hosting Combo Package Renewal Fees within the 60 day Payment window which is (30 days before Domain Expiry Date to 30 Days after Domain expiry Date).
- g) Member agrees & understands that in the event that their Renewal is in areas or not paid for, Team1media will Automatically split (without notification or warning) their Annual Hosting Combo Package and revert the Members Hosting Package to the Month-to-Month Hosting Package (matching the same amount of storage as they had in their Annual Hosting Combo Package, on the first of the month just after 30 Days Grace period.
- h) Member agrees & understands that in the event that member's Domain & Hosting Account is in areas, Team1media will halt any & all Extra work, Updates or Changes the Member may require until such a time when either an arrangement has been made with the Member for the payment of areas or Full payment of Hosting & Domain Fees has been made, team1media will however only attend to critical Servicing of members account which is only limited to Clouse b,i & iv-vii & excluding Clouse b,ii & iii of this Agreement.
- i) Member Agrees & Understands clause 1,c and further accepts that any payments made towards the renewal of their Annual Hosting Combo Package will be automatically assigned to Firstly the Domain fee & secondly to the Month-to-Month Hosting according to the specific package that they automatically reverted to.

**Domains - Website-Design - Web-Hosting - Graphics Design - Marketing - CIPC Services**

- j) Member agrees to pay the costs of the Month-to-Month Hosting in total before being put back on the Cheaper Annual Hosting Combo Package Plus a pro-Rated Annual Hosting Combo Package fee depending on how many months are left towards the next Renewal Date.
- k) Member agrees to prepay a Deposit amounting to 100% of the Month-to-Month Hosting Fee of the Specific Hosting Package that the Member would have selected, which will stay as a positive balance on the Member's account.
- l) Member agrees & understands that Month-to-Month Hosting requires a Deposit of 1 x Month-to-Month Hosting Fee to always be available on their account, which means your First Payment will be 2 x Month-to-Month Hosting + Domain Fee, Example based on the Month-to-Month Hosting 2,000 Mb: (120+120+75= R315) which means Member's initial payment will be R315 & thereafter member will only pay R120 every month to renew their Hosting, In the event of Delayed or Non-Payment, Team1media will use Member's Deposit for that month and if client still has not paid by the end of 30 days Team1media will Suspend the Member's Account without notice.
- m) Member agrees that while their account is placed under suspension, the bill for their Month-to-Month Hosting will still be accumulating until such a time when the member gives a 30 Day Notice via Registered Mail, Physical letter Delivered to team1media & Signed by team1media or an email sent to [domains@team1media.co.za](mailto:domains@team1media.co.za).
- n) Member agrees that an Un-Suspension fee of R350 plus Month-to-Month Hosting fees for every month in which their account was under suspension will be charged & required to be paid in total first in the following events:
  - i. Where member requests for Un-suspension.
  - ii. Where Member Requests for transfer of their Website to another Hosting provider or Website Files to their own custody.
  - iii. Where member needs access to either Wordpress Admin Panel or cPanel Admin Access which ever combination is needed to carry out clause 1,d,ii or 1,d,iii.
- o) Member agrees that in the event that they require access to Transfer or Download their Website files, the Member's account must be up to date in relation to payments due to Team1media for any & all Services Performed & Invoiced to the member including Domain & Hosting Fees Graphics & Web-design Services, Business to business Services like CIPC Services, Social Media Pages, all Designing including Company profiles, Business Cards, Letter-Heads, Invoice/Quotation templates etc. furthermore Access to Site files will be withheld until such a time when total payment is made and confirmed.
- p) will be given access to the wordpress back-end for a period no more than they have paid for. Member agrees that in the event of a late payment to the Hosting fee, Team1media will use the Member's Deposit amount as Hosting Fee for that month, while a Notice of Account suspension is sent on or before the 10th of that month of which the member's account will be suspended.
- q)
- r) Member agrees that in the event of none-payment 90 Days after account suspension team1media reserves the right to permanently delete the member's Site Data, Mail Server Data and all personal information stored under the member's Account.
- s) Member agrees that a 30 day written notice must be given to team1media when member wants to terminate his or her account and only when there is a positive balance of 100% of the Monthly Hosting Fee

and that we will use the balance as payment during the notice month, otherwise the normal process indicated in clause 1,c will apply in there is no deposit available.

- t) Member agrees to always check the Price structure relating to the Hosting Combos on <https://team1media.co.za/web-hosting> and also agrees that the Hosting combo's always apply as long as the member's account is up to date in relation to the member's Hosting Combo Package payments.
- u) Member agrees that transfer of any Site data, Site Code, Site Files will only be done if the member is not in areas for Hosting Combo, Domain Fee, Month-to-month Hosting or any other digital services that team1media might have provider to the member and not paid for, including but not limited to templates, logos, Social media Pages

## 2. Products and Services offered

Team1media.co.za will exercise no control whatsoever over the content of the information passing through the network. Team1media.co.za makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Team1media.co.za also disclaims any warranty of merchant-ability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the client. Use of any information obtained by way of Team1media.co.za is at the client's own risk and Team1media.co.za specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Connection speed represents the speed of a connection to and does not represent guarantees of available end to end bandwidth. Team1media.co.za expressly limits its damages to the client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability of more than a week. Team1media.co.za specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Team1media.co.za reserves the right to host any materials and may, at its option and at any time, reject this material, including but not limited to after it has been put on Team1media.co.za's servers. Team1media.co.za does not allow any adult material or any related content to be hosted on Team1media.co.za servers. Team1media.co.za agrees to notify client immediately of its refusal of the material and afford client the opportunity to amend or modify the material to satisfy the needs and/or requirements of Team1media.co.za's publishing conditions. If the client fails to modify the material, as directed by Team1media.co.za, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

## 3. Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and

includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

#### 4. Connectivity & Equipment

Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Team1media.co.za. Client needs to maintain a valid Internet e-mail address and is responsible for notifying Team1media.co.za immediately of any changes in e-mail address.

#### 5. Legal Age

Client certifies that he/she is of legal age in the state/country of his/her residence.

#### 6. Internet Etiquette

Client agrees to observe Internet etiquette.

Sending e-mail to unsolicited addresses is forbidden. Anyone who practices such tactics will have their Team1media.co.za account terminated. Violators will have their Team1media.co.za account suspended immediately for investigation and if upon finding that there was a violation, the client's Team1media.co.za account will be terminated.

The network resources of Team1media.co.za may not be used to impersonate another person or misrepresent authorisation to act on behalf of others or Team1media.co.za. All messages transmitted via Team1media.co.za

should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorised access.

#### 7. Termination

Either party, without cause, may terminate this Agreement by giving the other party 30 days written notice. Notwithstanding the above, Team1media.co.za may terminate service under this Agreement at any time, without penalty, if the client fails to comply with the terms of this Agreement.

#### 8. Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

#### 9. Lawful Purpose

Client may only use Team1media.co.za Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. No refunds will be made within the 30 day Money back guarantee period if one of these rules are breached.

#### 10. Indemnification

Client agrees that it shall defend, indemnify, save and hold Team1media.co.za harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Team1media.co.za, 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 client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Team1media.co.za against Liabilities arising out of

(i) any injury to person or property caused by any products sold or otherwise distributed in connection with Team1media.co.za's Server;

(ii) Any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party;

(iii) Copyright infringement and

(iv) Any defective product which member sold on Team1media.co.za's Server.

## 11. Reselling

Reselling is only allowed if the client bought our Reseller Package. None of our other packages may be resold. This includes, but is not limited to web storage space, POP e-mail accounts and Autoresponders. Any client that is found to be in violation of this clause will have his/her account terminated and will not be eligible to join Team1media.co.za for a period of one year.

Clients are allowed to display and resell advertisements of their customers, and charge fees to their customers for said advertisements, which they deem applicable. An advertisement is defined to be a maximum size of a single, non-scrolling html page, which is contained within the client's web site. This advertisement is applicable solely to the client's registered domain.

## 12. Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

## 13. E-Commerce & Privacy

The Website www.team1media.co.za sells web hosting space and domain registrations online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.



The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address.

#### 14. Credit Card Acquiring – Payment Gateway

#### 15. Refund and Return Policy

The provision of goods and services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs

#### 16. Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

#### 17. Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.



## 18. Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.