

When using the Service provided by diacomp.co.za,

1.)Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with DIACOMP, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. DIACOMP is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Ownership

The credit card holder e-mail address which is utilized for payment on the account is designated as the authorized owner of the account.

Transfers

Our transfers team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host.

The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30 day free period will incur a charge; please contact a member of the transfers department with specific details to receive a price quote.

2.)Content

All services provided by DIACOMP may only be used for lawful purposes. The laws of the Republic of South Africa.

The customer agrees to indemnify and hold harmless DIACOMP from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email abuse@DIACOMP.com with the information required. If the request is of a licensing issue, we may require further documentation.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

Topsites

IRC Scripts/Bots

Proxy Scripts/Anonymizers

Pirated Software/Warez

Image Hosting Scripts (similar to Photobucket or Tinypic)

AutoSurf/PTC/PTS/PPC sites

IP Scanners

Bruteforce Programs/Scripts/Applications

Mail Bombers/Spam Scripts

Banner-Ad services (commercial banner ad rotation)

File Dump/Mirror Scripts (similar to rapidshare)

Commercial Audio Streaming (more than one or two streams)

Escrow/Bank Debentures

High-Yield Interest Programs (HYIP) or Related Sites

Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)

Sale of any controlled substance without prior proof of appropriate permit(s)

Prime Banks Programs

Lottery/Gambling Sites

MUDs/RPGs/PBBGs

Hacker focused sites/archives/programs

Sites promoting illegal activities

Forums and/or websites that distribute or link to warez/pirated/illegal content

Bank Debentures/Bank Debenture Trading Programs

Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

Mailer Pro

Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

Tell A Friend Scripts

Examples of unacceptable material on all Dedicated servers include:

IRCD (irc servers)

IRC Scripts/Bots

Pirated Software/Warez

IP Scanners

Bruteforce Programs/Scripts/Applications

Mail Bombers/spam Scripts

Escrow

High-Yield Interest Programs (HYIP) or Related Sites

Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)

Sale of any controlled substance without prior proof of appropriate permit(s)

Prime Banks Programs

Lottery/Gambling Sites

Hacker focused sites/archives/programs

Sites promoting illegal activities

Forums and/or websites that distribute or link to warez/pirated/illegal content

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Mailer Pro

Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

DIACOMP services, including all related equipment, networks and network devices are provided only for authorized customer use. DIACOMP systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of DIACOMP system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. DIACOMP may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours.

The only exception to this rule is if the material has been found to be defamatory by a court, as evidenced by a court order. DIACOMP is not in a position to investigate and validate or invalidate the veracity of individual defamation claims, which is why we rely on the legal system and courts to determine whether or not material is indeed considered defamatory. In any case in which a court order indicates material is defamatory, libelous, or slanderous in nature; we will disable access to the material. Similarly, in any case in which a SA Court has placed an injunction against specified content or material; we will comply and remove or disable access to the material in question.

Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, DIACOMP should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under DIACOMP's webhosting service(s).

If in doubt regarding the acceptability of your site or service, please contact us at sales@diacomp.co.za and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3.)Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers.

Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

DIACOMP reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

DIACOMP reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of DIACOMP.

4.)Payment Information

You agree to supply appropriate payment for the services received from DIACOMP, in advance of the time period during which such services are provided. You agree that until and unless you notify DIACOMP of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing via email only. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject for your reference, and for verification purposes. You should immediately receive an automatic "Your request has been received..." email with a tracking number. An employee will confirm your request (and process your cancellation) shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation, please contact us immediately via phone. We require that cancellations of service are done through the online form to (a) confirm your identity, (b) confirm in writing you are prepared for all files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of DIACOMP, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify DIACOMP of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by DIACOMP. DIACOMP reserves the right to bill your credit card or billing information on file with us. DIACOMP provides a 10 day grace period from the time the invoice is generated and when it must be paid. Any invoice that is outstanding for 10 days and not paid will result in a R100 late fee and/or an account suspension until account balance has been paid in full. The R100 late fee is applied in addition to whatever else is owed to DIACOMP for services rendered. Access to the account will not be restored until payment has been received.

It is the customer's responsibility to notify our sales team via email at sales@diacomp.co.za after paying for a domain renewal and to ensure the email is received and acted upon. Domain renewal notices and invoices are provided as a courtesy reminder and DIACOMP cannot be held responsible for failure to renew a domain or failure to notify a customer about a domain's renewal.

Subsequently, domain renewals are billed and renewed 30 days before the renew date. It is the customer's responsibility to notify our sales team via email at sales@diacomp.co.za for any domain registration cancellation. No refunds can be given, once a domain is renewed. All domain registrations, and renewals are final.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact sales@diacomp.co.za

DIACOMP reserves the right to change the monthly payment amount and any other charges at anytime.

5.) Backups and Data Loss

Your use of this service is at your sole risk. Our backup service runs once a week, overwrites any of our previous backups made, and only one week of backups are kept. This service is provided to you as a courtesy. DIACOMP is not responsible for files and/or data residing on your account. You agree

to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on DIACOMP servers.

6.) Cancellations and Refunds

DIACOMP reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via a email.

There are no refunds on servers, administrative fees, install fees for custom software, or domain name purchases.

7a.) Resource Usage

User may not:

1) Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.

2) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

3) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

4) Run any software that interfaces with an IRC (Internet Relay Chat) network.

5) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.

- 6) Participate in any file-sharing/peer-to-peer activities
- 7) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- 8) Run cron entries with intervals of less than 15 minutes.
- 9) Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- 10) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
- 11) To help reduce usage, do not force html to handle server-side code (like php and shtml).
- 12) Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

7b.) INODES

The use of more than 250,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: `:fail: No such user here.`

7c.) Backup Limit

Any shared account using more than 20 gigs of disk space will be removed from our off site weekly backup with the exception of Databases continuing to be backed up. All data will continue to be mirrored to a secondary drive which helps protect against data loss in the event of a drive failure.

8.) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9b.) Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of DIACOMP dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@DIACOMP.co.za with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

12.) Dedicated Servers

DIACOMP reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. DIACOMP reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and

maintain backups to it as the simplest solution. Please contact sales@DIACOMP.com if you wish to obtain a secondary hard drive. It is your responsibility to maintain backups.

13.) Price Change

The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on DIACOMP.co.za, and the right to increase the amount of resources given to plans at any time.

14.) Coupons

Discounts and coupon codes are reserved for first-time accounts *or first-time customers* only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not resign up for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account. Coupons or discounts are only valid towards the initial purchase, and do not affect the renewal or recurring price.

15a.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold DIACOMP harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against DIACOMP, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless DIACOMP against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with DIACOMP; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from DIACOMP's server.

15b.) Arbitration By using any DIACOMP services, you agree to submit to binding arbitration. If any disputes or claims arise against DIACOMP or its subsidiaries, such disputes will be handled by an arbitrator of DIACOMP's choice. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties You are also responsible for any and all costs related to such arbitration.

16.) Disclaimer

DIACOMP shall not be responsible for any damages your business may suffer. DIACOMP makes no warranties of any kind, expressed or implied for services we provide. DIACOMP disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by DIACOMP and its employees.

17.) Disclosure to law enforcement

DIACOMP may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

18.) Changes to the TOS

DIACOMP reserves the right to revise its policies at any time without notice.