



BRANDSUMMIT

Disclaimer

Thank You For Taking The Time To Read Our Disclaimer

Brand Peak (Pty) Ltd T/A Brand Summit, at its sole discretion, reserves the right to change or modify any of the terms, conditions and operation of this Website at anytime. By using this service, the user waives any rights or claims it may have against Brand Peak (Pty) Ltd T/A Brand Summit, regarding such changes. Without limiting the foregoing, Brand Peak (Pty) Ltd T/A Brand Summit shall not be liable to you or your business for any incidental, consequential, special or punitive damages, lost or imputed profits or royalties arising out of this agreement, or any goods or services provided, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or not (including negligence and strict product liability) and irrespective of whether you have been advised of the possibility of any such loss or damage.

Hereby, each party waives any claims that these exclusions deprive such party of an adequate remedy. You acknowledge that third party product and service providers advertise their products and services on the Brand Peak (Pty) Ltd T/A Brand Summit website. Brand Peak (Pty) Ltd T/A Brand Summit forms partnerships or alliances with some of these vendors from time to time in order to facilitate the provision of these products and services to you. However, you acknowledge and agree that at no time is Brand Peak (Pty) Ltd T/A Brand Summit making any representation or warranty regarding any third party's products or services, nor will Brand Peak (Pty) Ltd T/A Brand Summit be liable to you or any third party for any claims arising from or in connection with such third party products and services. Hereby, you waive and disclaim any rights and claims you may have against Brand Peak (Pty) Ltd T/A Brand Summit with respect to third party products and services, to the maximum extent allowable by law.

Privacy Policy

Introduction

We have created this ("Privacy Policy") to demonstrate our commitment to you, our customer, through transparent, easy-to-understand information regarding our data practices. You will understand what we collect, why we collect it and what we do with it.

What personal data do we collect.

We collect and use information necessary to enable you to purchase and manage services, provide you with support for those services

Your personal data includes information such as:

- Name
- Address
- Telephone number
- Email address
- Billing and payment information
- Other data collected that could directly or indirectly identify you.

How do we collect your data?

Our site uses forms in which you give us contact information (such as your name, address, phone number, billing information, IP address and email address) so you can create an account, place orders, register domains, request information, and request support assistance. As you use your account, we may also collect information through support requests other related types of information that is specific to the management of your account and services with us.

This type of information is legally and/or contractually required to be able to purchase and use services. For example, we are required to be able to verify this type of information upon request by our payment processor. It is also required to be able to serve legal notices to you and is mandated by certain services we offer. In addition, some services, such as domains, require this information for you to purchase them. If you are purchasing a domain from us, we are required by law to collect and retain this information. We are further required to verify that the information provided is accurate and serve legally required notices regarding your domain(s). Consent for the collection, use and retention of this information for these purposes is deemed to be contractually given for the duration of your use of such service and any legally required retention period. We will use this personal information to provide additional services and information to you as we reasonably think appropriate, and for any other purposes set out in this policy.

We collect information from your devices (computers, mobile phones, etc.), such as IP address, cookie information, support services (when you contact our support staff) and personalized experiences on our site and emails. Certain types of collection and use may be optional and controlled.

We may monitor, record, and retain any telephone calls or chat transcripts. We will delete the recordings or transcripts at your request.

We are dedicated to continually improving your experience on our website. Like many companies, we use third-parties to help us track browsing, identify technical issues and provide ways to enhance your overall experience. Several of the tools that we use and what they do are:

- **Log Files:** We use information gathered about you from our site statistics via log files provided by third-party tracking partners (for example, your IP address) to help diagnose problems with our server and to administer our website. We also

gather broad demographic information from this data to help us improve our site and make your browsing and purchasing experiences more enjoyable. This is not linked to any personally identifiable information.

- **Cookies:** Our site uses cookies to keep track of your session information. We do link the information we store in cookies to personally identifiable information you submit while on our site. We use both session ID cookies and persistent cookies. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your internet browser's "help" file. We also use cookies to store your username if you request to have your username remembered during login. That information will be used to pre-fill the login form at a later time. If you are referred to our website through a partner or affiliate, we will store the referral information in the cookies. The use of cookies by our partners, affiliates, tracking utility company and service providers is not covered by our privacy statement. By continuing to use and navigate our sites, services, applications, tools or messaging, you are agreeing to our use of cookies described in this Privacy Policy.
- **Gifs:** Our website may contain electronic image requests called clear gifs (a.k.a. Web Beacons/Web Bugs) that help us better manage content on our site by informing us what content is effective. Clear gifs are tiny graphics with unique identifiers, similar in function to cookies; they are used to track the online movements of web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on web pages and are about the size of the period at the end of this sentence. Our tracking utility company does not tie the information gathered by clear gifs to our customers' personally identifiable information.
- **Testimonials:** We post customer testimonials and or reviews on our website obtained from third-party sources which may contain personally identifiable information.

How we process personal data.

You may only send us your own personal data or the personal data of another data subject where you have their permission to do so.

When you use or interact with any of our services, you consent to the data processing, sharing, transferring and uses of your information as outlined in this Privacy.

Regardless of the country where you reside, you acknowledge that you are directly transferring your data to us in our South African based servers and agree to processing within the South Africa, where Brand Peak (Pty) Ltd T/A Brand Summit processes its data. In addition, you authorize us to transfer, process, store and use your information in countries other than your own in accordance with this Privacy Policy and to provide you with services. Some of these countries may not have the same data protection safeguards as the country where you reside. By using our services, you consent to us transferring information about you to these countries.

We strongly believe in both minimising the personal data we collect and limiting its use and purpose to only that:

- for which we have been given permission

- Improve and optimise the operation and performance of our services.
- Diagnose problems with and identify any security and compliance risks, errors, or needed enhancements to the services
- Detect and prevent fraud and abuse of our services and systems.
- Understand and analyse how you use our Services and what products, and services are most relevant to you
- Collect aggregate statistics about use of the services.
- As we might be required or permitted for legal compliance or other lawful purposes.

Often, much of the data collected is aggregated or statistical data about how individuals use our services and is not linked to any personal data.

Sharing with trusted third parties.

We may share your personal data with affiliated companies within our corporate family, with third parties with which we have partnered to allow you to integrate their services into our own services, and with trusted third-party service providers as necessary for them to perform services on our behalf, such as:

- Processing credit card payments
- Credit bureaus to report account information, as permitted by law
- Serving advertisements
- Conducting contests or surveys
- Performing analysis of our services and customers demographics
- Communicating with you, such as by way of email or survey delivery
- Customer relationship management
- Security, risk management and compliance
- Recruiting support and related services

These third parties (and any subcontractors they may be permitted to use) have agreed not to share, use or retain your personal data for any purpose other than as necessary for the provision of services.

We will also disclose your personal data to third parties:

- in the event that we sell or buy any business or assets in which case we will disclose your personal data to the prospective seller or buyer of such business or assets; or
- if we sell, buy, merge, are acquired by, or partner with other companies or businesses, or sell some or all of our assets. In such transactions, your personal data may be among the transferred assets.

We cannot accept any liability whatsoever for unauthorised or unlawful disclosure of your personal data by third parties who are not subject to our control.

We will not sell personal data. No personal data will be disclosed to anyone except as provided in this privacy policy

Compliance with legal, regulatory and law enforcement requests.

We will never share your information without your permission or in ways other than as outlined in this policy. The only exceptions to this are when we are required by law, in the good faith belief that such action is necessary in order to comply with the law, or when we must comply with a legal process. Examples of these types of exceptions are

court orders, subpoenas) or to protect the safety of the public or any person, or to prevent the violation of our terms of service.

To the extent we are legally permitted to do so, we will take reasonable steps to notify you in the event that we are legally required to provide your personal data to third parties. We will also share your personal data to the extent necessary to comply with registry rules, regulations, and policies when you register a domain name with us.

How we secure, store, and retain your personal data

Our site has security measures in place to protect the loss, misuse and alteration of the information under our control. We authorize access to personal data only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

We retain personal data only for as long as necessary to provide the services you have requested and thereafter for a variety of legitimate legal or business purposes. These might include retention periods:

- mandated by law, contract or similar obligations applicable to our business operations;
- for preserving, resolving, defending or enforcing our legal/contractual rights; or
- needed to maintain adequate and accurate business and financial records.

When your account is cancelled (either voluntarily or involuntarily) all of your personally identifiable information is placed in "deactivated" status within our corresponding databases. However, you should know that deactivation of your account does not mean your personally identifiable information has been deleted from our database entirely. We will retain and use your personally identifiable information, if necessary, in order to resolve disputes, enforce our agreements and/or as required by laws or regulation

If you have any questions about the security or retention of your personal data, you can contact us at info@brandsummitpromo.co.za

How you can access, update, transfer or delete your personal data

You may choose to update or amend any personal data you have submitted to us by contacting us via email or from within your customer account area.

You are entitled to a right to be forgotten. We will delete any personal data that you don't want us to have. If you make a request to delete your personal data and that personal data is necessary for the products or services you have purchased, the request will be honoured only to the extent it is no longer necessary for any services purchased.

You may request that we restrict the use of your personal data. When we restrict your personal data, we still have the right to store it but not use it as we are required by law to collect and retain this information

If you should wish to transfer your data from Brand Peak (Pty) Ltd T/A Brand Summit to another data controller we will facilitate this transfer. We will pass on all of our personal data to the data controller.

Communicating with you.

We may contact you directly or through a third-party service provider regarding products or services you have signed up to or purchased from us, such as necessary to deliver transactional or service-related communications. We also may use this information when it is important for us to contact you regarding functionality changes to services you have purchased and/or our website/mobile app and provide customer service. By creating an account with us and/or purchasing our services, you agree to receive these types of communication and acknowledge that they are not optional

We may also contact you with promotional offers for additional services we think you'll find valuable if you give us consent, or where allowed based upon legitimate interests or our existing business relationship. These contacts may include:

- Email
- Text (SMS) messages
- Telephone calls

You are able to opt-out of receiving promotional communications through preferences in your account panel or the unsubscribe instructions contained in the email communication.

If you make use of a service that allows you to import and share contacts (eg. using email marketing services to send emails on your behalf), we will only use the contacts and any other personal data for the requested service. If you believe that anyone has provided us with your personal data and you would like to request that it be removed from our database, please contact us at info@brandsummitpromo.co.za

Changes in our Privacy Policy

We reserve the right to modify this Privacy Policy at any time. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy and any other places we deem appropriate, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If we make changes that are material, we will provide you with appropriate notice before such changes take effect. If you do not agree with the changes, then you must stop using the website, and our goods or services. If you continue to use the website or our goods or services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.

Data breaches

We will notify our customers of any confirmed data breaches that has occurred. It is our customers' responsibility to notify relevant supervisory authority and any affected data subjects of the data breach.

Cookies Policy

Introduction

The purpose of this policy is to describe what Cookies are and how We use them, what we use them for, and how you can manage them during your visit and use of our website.

What are cookies?

'Cookies' are small text files that may be stored on your device when you visit our website. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about You may be linked to the information stored in and obtained from Cookies. For further information on how We use, store and keep your personal data secure.

We do not store sensitive personal information, such as mailing addresses, account passwords, etc. in the Cookies We use, Many websites use cookies and you can find out more about them here <https://www.allaboutcookies.org/>

Why do we use cookies?

Cookies serve a number of useful purposes for you, including:

- Granting you access to restricted content and unique promotions.
- Tailoring our website's functionality to you personally by letting us remember your location, device type and preferences.
- Improving how our website performs.
- Understanding who our audience is, so that we can provide content most relevant to you.
- Allowing third parties to provide services to our website.
- Helping us deliver interest-based advertising where appropriate in compliance with the applicable laws.

The types of cookies we use.

We use different types of cookies on our website. Some of these cookies are placed by us, while others are placed by our third-party plug-ins, suppliers or advertisers. These cookies may be deleted from your device at different times, such as at the end of your browsing session (when you leave the website) or after a pre-set amount time, or they may persist on your device until you delete them.

We use the following types of cookies on our website:

- **Persistent cookies** – these are cookies that may remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser
- **Session cookies** – these are cookies that are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.
- **Functional cookies** – these are cookies that remember who you are as a user of our website. We use them to remember any preferences you may have selected on our website, like saving your username and password, or settings.
- **Advertising cookies** – these are cookies that matches your interests or web searches with applicable advertising campaigns on our website. We use them to provide you with advertising that we think you might find useful.

- **Social media cookies** – these are cookies that integrate with social media platforms. We use them to help you share content from our website to your chosen social media platform.
- **Third party cookies** – these are cookies that some of our business partners use on our website. We have no access to or control over them. Information collected by any of these cookies or widgets is governed by the privacy policy of the company that created it, and not by us.

Removing cookies.

Your internet browser generally accepts cookies automatically, however you can often change this setting to stop accepting them. You can also delete cookies manually. <https://www.privacypolicies.com/blog/how-to-delete-cookies/>

Deleting or no longer accepting cookies may prevent you from accessing certain aspects of our website where cookies are necessary, or cause the website to forget your preferences.

Terms and Conditions

General

Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to change or modify any of the terms and conditions contained in this agreement.

- This is an agreement between you and Brand Peak (Pty) Ltd T/A Brand Summit regarding your use of Brand Peak (Pty) Ltd T/A Brand Summit services, products, computers, interactive information, communications, intellectual property and server management service, and supersedes all prior agreements. All such usage shall be subject to the terms and conditions and policies set out in this agreement as read with the terms and conditions applicable to the relevant product or service (collectively, “the / this Agreement”).
- This Agreement applies to all accounts, sub-accounts, and any alternative account names associated with your principal account. The Account Holder is responsible for the use of each account in any way, whether used under any name or by any individual, 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 should there be a conflict between any provision of this Agreement and the provisions of the CPA.

Please Read These Terms And Conditions Carefully. Acceptable Use Policy

- 1.

1. By using Brand Peak (Pty) Ltd T/A Brand Summit services, you agree to adhere to our Policies and Procedures, including this Acceptable Use Policy (AUP).

General and Acceptable Use

1.

1. You are expected to use Brand Peak (Pty) Ltd T/A Brand Summit services with respect, courtesy, and responsibility, giving due regard to the rights of other users. We expect you to have a basic understanding of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are unacceptable. Common sense is regarded as the best guide for what is considered acceptable use.

Unacceptable Use

1.

1. Illegality in any way or form including, but not limited to, activities such as unauthorised distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery or in any other way, drug dealing, and other illegal activities.
2. Brand Peak (Pty) Ltd T/A Brand Summit services and servers may be used strictly for lawful purposes. Storage, transmission or distribution of any material or part of it in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "pirated software", "hacker programs or archives", "Warez sites", "IRC Bots", "illegal MP3s" etc.
3. Due to the nature of a shared web hosting environment, Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to ask customers to upgrade or correct issues pertaining to their shared web hosting package, or to correct issues on their shared web hosting package, should it negatively affect the network or server performance for the majority of our customers.

4. The Brand Peak (Pty) Ltd T/A Brand Summit shared web hosting platform is intended for hosting a website with relevant, appropriate and legal 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.
5. Brand Peak (Pty) Ltd T/A Brand Summit prohibits the use of the shared web hosting service disk space to be used for purposes other than its intended function: content hosting, personal and small enterprise email and relevant web files.
6. The use of dedicated or shared hosting services for hosting torrent boxes and/or running proxies is strictly forbidden. Servers continuously running a risk of supporting these types of services will be disabled and terminated from our network with immediate effect.
7. Posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting pain or emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
8. Any unacceptable use of the services constitutes a material breach of these Terms and Conditions of Use, and Brand Peak (Pty) Ltd T/A Brand Summit fully and solely reserves its rights in this regard.

Interpretation

1.

1. The provisions of this Policy are not meant to be exhaustive, but are intended as guidelines. Generally, any behaviour that breaches or violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is strictly prohibited. Brand Peak (Pty) Ltd T/A Brand Summit reserves the right at all times to prohibit conduct that damage its reputation and goodwill in any way.

System and Network Security

1.

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:
 1. unauthorised access, use, probe, or scan of a system's security or authentication measures, data or traffic;
 2. interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 3. forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting; and
 4. **employing posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for their own account; or resale of access to CGI scripts installed on our servers.**

Spamming

1.
 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 email or spam.
 2. It is in violation of Brand Peak (Pty) Ltd T/A Brand Summit Policy for customers to use our servers to effect or participate in any way in any of the following activities:
 1. To post to any Usenet or other newsgroups, forums, email mailing lists or other similar groups or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
 2. To send unsolicited mass emails, if such emails provoke complaints from the recipients;

3. To engage in any of the foregoing activities using the service of another provider, but channelling such activities through a Brand Peak (Pty) Ltd T/A Brand Summit provided server, or using a Brand Peak (Pty) Ltd T/A Brand Summit provided server as a maildrop for responses;
 4. **To falsify user information provided to Brand Peak (Pty) Ltd T/A Brand Summit or to other users of the service in connection with use of a Brand Peak (Pty) Ltd T/A Brand Summit service.**
3. We reserve the right to suspend a service due to spam activity. A reactivation charge will be applicable.

Determination of a Breach of This Policy

1.
 1. Brand Peak (Pty) Ltd T/A Brand Summit will be the sole arbiters and have a sole and complete discretion in determining what is seen as a violation of this Policy.

Consequences of Breach of This Policy

1.
 1. When Brand Peak (Pty) Ltd T/A Brand Summit becomes aware of an alleged violation of its AUP (Acceptable Use Policy), Brand Peak (Pty) Ltd T/A Brand Summit will initiate an investigation (within 24-48 hours). During the investigation Brand Peak (Pty) Ltd T/A Brand Summit may restrict your access in order to prevent further possible unauthorised activity. If you are found in violation of our SPAM Policy, Brand Peak (Pty) Ltd T/A Brand Summit may, at its sole discretion, restrict, suspend, or terminate your account and/or pursue other civil remedies. Also, Brand Peak (Pty) Ltd T/A Brand Summit 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, Brand Peak (Pty) Ltd T/A Brand Summit will notify the appropriate law enforcement department of such violation.
 2. Brand Peak (Pty) Ltd T/A Brand Summit does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

3. You shall be held liable for any and all costs incurred by Brand Peak (Pty) Ltd T/A Brand Summit 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 cleanup of unsolicited commercial mailings and/or unauthorised bulk mailings and/or news server violations.
4. First violations will result in a Cleanup Fee of R1500 and your account will be reviewed for possible immediate termination.
5. A second violation will result in Cleanup Fee of R3500 and immediate termination of your account.
6. The Customer who violates this Policy agrees to also pay Investigation Fees of no more than R1500 per hour that Brand Peak (Pty) Ltd T/A Brand Summit personnel must spend to investigate any violations.

Modification

1.
 1. Brand Peak (Pty) Ltd T/A Brand Summit 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.
 2. Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

Reporting Network Abuse

1.
 1. Any party seeking to report any violations Brand Peak (Pty) Ltd T/A Brand Summit Policy may contact via email: info@brandsummitpromo.co.za

Disclaimers and Limitation of Liability

1.
 1. You agree that our entire liability, and your exclusive remedy, with respect to any Services provided under this Agreement and any violation of this Agreement is solely limited to the amount you paid for such Services. We and our contractors shall not be held 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.

2. We disclaim any and all loss or liability resulting from, but not limited to, loss or liability resulting from:
 1. access delays or access interruptions;
 2. data non-delivery or data mis-delivery;
 3. acts of God;
 4. the unauthorised use or misuse of your account identifier or password;
 5. errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
 6. **the interruption of your Service.**
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.
4. Subject always to the provisions of the CPA, to the extent that it is applicable, Brand Peak (Pty) Ltd T/A Brand Summit 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. Brand Peak (Pty) Ltd T/A Brand Summit expressly disclaims any representation or warranty that the Brand Peak (Pty) Ltd T/A Brand Summit services will be error-free, secure or uninterrupted.
5. No oral advice or written information given by Brand Peak (Pty) Ltd T/A Brand Summit, its employees, licensors or 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. Brand Peak (Pty) Ltd T/A Brand Summit 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.
7. The terms of this Section will survive any termination of this Agreement.

Responsibility for Content and Account Holder Indemnities

1.

1. You agree to indemnify and hold Brand Peak (Pty) Ltd T/A Brand Summit harmless from any and all Claims resulting from or connected with any activities conducted by you. You and Brand Peak (Pty) Ltd T/A Brand Summit will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement.
2. You agree not to store, transmit, link to, advertise or make available any images containing pornography through the Virtual Web Hosting service. Brand Peak (Pty) Ltd T/A Brand Summit 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 Brand Peak (Pty) Ltd T/A Brand Summit then current Acceptable Use Policy, in the sole and absolute opinion of Brand Peak (Pty) Ltd T/A Brand Summit.
3. Brand Peak (Pty) Ltd T/A Brand Summit will not change passwords to any account without proof of identification, which is satisfactory to Brand Peak (Pty) Ltd T/A Brand Summit, which may include written authorisation with signature. In the event of any partnership break-up, divorce or other legal problems that includes you, you understand that Brand Peak (Pty) Ltd T/A Brand Summit will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Brand Peak (Pty) Ltd T/A Brand Summit be liable for any losses incurred by you during this time of determination of ownership, or otherwise. You agree to indemnify and hold harmless Brand Peak (Pty) Ltd T/A Brand Summit from any and all Claims arising from such ownership disputes.

4. You agree to indemnify and hold Brand Peak (Pty) Ltd T/A Brand Summit and any other Account Holder harmless from any and all Claims resulting from your use of the services provided by Brand Peak (Pty) Ltd T/A Brand Summit. The terms of this Section will survive any termination of this Agreement.
5. You agree not to harm Brand Peak (Pty) Ltd T/A Brand Summit, its reputation, computer systems, programming and/or other persons using Brand Peak (Pty) Ltd T/A Brand Summit services.
6. The terms of this Section will survive any termination of this Agreement.

Variation of Services

1.

1. You agree that Brand Peak (Pty) Ltd T/A Brand Summit may establish certain limits concerning use of any Brand Peak (Pty) Ltd T/A Brand Summit service offered on any Brand Peak (Pty) Ltd T/A Brand Summit website including, without limitation, the maximum number of days that email messages will be retained by any Brand Peak (Pty) Ltd T/A Brand Summit service, the maximum number of email messages that may be sent from or received by an account on any Brand Peak (Pty) Ltd T/A Brand Summit service, the maximum size of an email message that may be sent from or received by an account on any Brand Peak (Pty) Ltd T/A Brand Summit service, the maximum disk space that will be allotted on Brand Peak (Pty) Ltd T/A Brand Summit servers on your behalf either cumulatively or for any particular service. You agree that Brand Peak (Pty) Ltd T/A Brand Summit has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Brand Peak (Pty) Ltd T/A Brand Summit service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Brand Peak (Pty) Ltd T/A Brand Summit service may change at any time.
2. Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to select the server for your website for best performance. You understand that the services provided by Brand Peak (Pty) Ltd T/A Brand Summit 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 Brand Peak (Pty) Ltd T/A Brand Summit has the right to terminate the services provided to you without any refunds of the unused portion prepaid by you.

Non-transferability of Services

1.

1. Your rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Brand Peak (Pty) Ltd T/A Brand Summit.

Passwords

1.

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 unauthorised use of Brand Peak (Pty) Ltd T/A Brand Summit services, including any damages resulting there from, until you notify Brand Peak (Pty) Ltd T/A Brand Summit customer service.
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 Brand Peak (Pty) Ltd T/A Brand Summit.

Assignment of IP Addresses

1.

1. Brand Peak (Pty) Ltd T/A Brand Summit assigns you an Internet Protocol address in connection with your use of the Brand Peak (Pty) Ltd T/A Brand Summit services, the right to use that Internet Protocol address will remain with and belong only to Brand Peak (Pty) Ltd T/A Brand Summit, and you will have no right to use that Internet Protocol address except as allowed by Brand Peak (Pty) Ltd T/A Brand Summit in its sole and absolute discretion.

General Provisions

1.

1. This Agreement constitutes the entire agreement between you and Brand Peak (Pty) Ltd T/A Brand Summit with respect to the Brand Peak (Pty) Ltd T/A Brand Summit services and supersedes all prior agreements between you and Brand Peak (Pty) Ltd T/A Brand Summit. Brand Peak (Pty) Ltd T/A Brand Summit 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, which will never be less than 30 (thirty) days after the date on which it is first published. 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 Brand Peak (Pty) Ltd T/A Brand Summit services after the effective date of any such amendment, shall be deemed to constitute acceptance by you of such amendment.
2. Brand Peak (Pty) Ltd T/A Brand Summit failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.
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. The terms of this Section will survive any termination of this Agreement.
4. Save where otherwise provided for in this Agreement, if you:
 1. fail to pay any amount payable under this Agreement within 10 days after receipt of written demand requiring such payment; or
 2. 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;
 3. are placed under liquidation, judicial management, business rescue proceedings or any similar disability, whether provisionally or finally and whether voluntarily or compulsorily;

4. commit any act which if committed by a natural person would constitute an act of insolvency;
5. become insolvent;
6. compromise or attempt to compromise generally with any of your creditors;
7. have a final judgment taken against you which is not satisfied within 30 days after the granting of such judgment;
8. you have acted (or failed to act, when action is required) in a criminal manner or in violation of any law or regulation; or in a manner that may be considered offensive or abusive to Brand Peak (Pty) Ltd T/A Brand Summit (including Brand Peak (Pty) Ltd T/A Brand Summit reputation or goodwill) or its staff;
9. you have failed to provide any information or assistance that Brand Peak (Pty) Ltd T/A Brand Summit has requested from you;
10. your use of the Service has or may negatively impact any other Brand Peak (Pty) Ltd T/A Brand Summit customers.

Brand Peak (Pty) Ltd T/A Brand Summit 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 Brand Peak (Pty) Ltd T/A Brand Summit right to claim damages.

5. The interpretation and enforcement of this Agreement shall be governed according the laws of the Republic of South Africa (excluding its choice of law rules).
6. You consent to the jurisdiction of the South African courts.
7. The Brand Peak (Pty) Ltd T/A Brand Summit services are provided from Johannesburg, South Africa, and this Agreement is deemed to have been entered into at Johannesburg.
8. 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.

Billing Terms of Brand Peak (PTY) Ltd T/A Brand Summit.

General

1.

1. Brand Peak (Pty) Ltd T/A Brand Summit will provide you with an itemised bill or invoice on request or where this is specified as part of the services provided to you.
2. Accounts are due 7 days before the date reflected on the invoice presented by Brand Peak (Pty) Ltd T/A Brand Summit (“Due Date”). Where Brand Peak (Pty) Ltd T/A Brand Summit has been authorised by you to collect funds on your behalf, Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to do so within seven days before the due date. Brand Peak (Pty) Ltd T/A Brand Summit retains the right to impose, subject to a notice period of 7 Business Days, a credit limit on any of its customers as and when it sees fit.
3. Brand Peak (Pty) Ltd T/A Brand Summit products and services are not pro-rated.
4. Brand Peak (Pty) Ltd T/A Brand Summit will provide a service to you, as chosen by you, for the period of time (“the Term”) corresponding with the payment plan specific to you or as otherwise specified in the product’s terms and conditions relating to the particular product or service supplied by Brand Peak (Pty) Ltd T/A Brand Summit. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated.

Effect of Non-payment

1.

1. In the event of non-payment of an invoice by the stipulated Due Date, without prejudice to any other rights that Brand Peak (Pty) Ltd T/A Brand Summit has in terms of this Agreement or in law, Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to hold you liable for the total amount due pursuant to such invoice.
2. Interest of 2% per month may be charged on all overdue accounts.
3. Brand Peak (Pty) Ltd T/A Brand Summit may halt or completely stop the supply of new services to you and/or terminate current services held by you if payment of any invoice is not made by the Due Date, or if an application for business rescue proceedings or liquidation is filed by or against the customer, or if the customer goes out of business or announces intention to do so.
4. If the supply of new services is stopped or the existing services are terminated in accordance with section 6, the full outstanding balance becomes due and payable immediately.
5. If you pay the amount due in full, you may have your existing services re-activated and also purchase new services.
6. If you neglect to pay the amount due in full, Brand Peak (Pty) Ltd T/A Brand Summit will submit the full overdue amount for Collections. In the event of the account being handed over to an outside collection agency, any costs incurred as such will be for your own account.
7. In the event of suspension due to non-payment, Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to place a “non-payment” page on your domain. Furthermore, the DNS of your domain will remain unchanged until full payment for the outstanding balance on your account has been received.
8. Please note that admin fees apply in the event that your account is suspended due to non-payments.
9. If the preferred method of payment used by you is EFT, it will be your sole responsibility to ensure your payments are made using the correct beneficiary reference as indicated on all invoicing. Failure to comply may result in an incorrect allocation of your payment which may cause service

disruption as a result of the account being suspended due to non-payment.

Domain Rescue Fees

1. Should a local domain, i.e. CO.ZA or .ORG.ZA, expire but fall within the stipulated grace period, a “Domain Rescue” fee will be applicable after successfully retaining the domain after the expiration thereof.
2. Should a local domain, i.e. CO.ZA or .ORG.ZA, expire and fall outside the stipulated grace period, a “Domain Rescue” will also be applicable upon the domain successfully being retained after the expiration thereof.
3. Should an international domain expire but fall within the stipulated grace period, a “Domain Rescue” fee will apply if the domain is retained after the expiration thereof. In cases where we are charged over and above the prescribed minimum fee by the Registrar, these fees will be carried over to the customer.
4. Should an international domain expire but fall outside of the stipulated grace period, a “Domain Rescue” fee will also apply if the domain is retained after the expiration thereof. In cases where we are charged over and above the prescribed minimum fee by the Registrar, these fees will be carried over to the customer.

Payment Methods and Fees

1.
 1. Brand Peak (Pty) Ltd T/A Brand Summit accepts the following payment methods. Debit Order, Credit Card (MasterCard, VISA and AMEX.), EFT and Instant EFT. We recommend that you make payment via Credit Card or Debit Order. This way you stand less chance of forgetting to make your monthly payments. Brand Peak (Pty) Ltd T/A Brand Summit runs debit orders once a week.
 2. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa and the transaction currency is South African Rand (ZAR).

Refunds

- 1.

1. Brand Peak (Pty) Ltd T/A Brand Summit will only refund a customer in the event of their account having a credit balance.
2. Brand Peak (Pty) Ltd T/A Brand Summit will process authorised refunds to customers every Wednesday.

Cancellations

1.
 1. Note that by default we operate on an end-of-term basis and, should you cancel a service, the service will be terminated at the end of your current billing period.
 2. Domains are eligible to automatically renew for an extra one-year term upon expiry. Renewal notifications will be sent out prior to the renewal, and cancellations may be done before the renewal date.

Downgrades

Definition: *"A downgrade occurs when changing your current package to a package with a lower cost."*

Example: Changing from a Linux Large account at R199 to a Linux Medium account at R79 would be considered a downgrade.

1.
 1. We require notification of downgrades on or before the 20th of each month, in order for the downgrade to take effect from the first day of the next month. If you do not provide this notice, you will be charged rate for the existing package in the following month

Dispute Resolution

General Dispute Resolution

1.
 1. The parties shall attempt to resolve all disputes arising out of this Agreement in the spirit of cooperation and with a problem-solving mind set, without formal proceedings and in agreement with the various dispute resolution procedures provided.
 2. In the event of the dispute not being resolved, please follow the general complaint procedure as stipulated by ICASA for all complaints except Billing disputes.

You are required to direct a general complaint to info@brandsummitpromo.co.za.

3. The complaint is required to be accompanied by the following;
 - Your full particulars and contact details;
 - Your relationship with Brand Peak (Pty) Ltd T/A Brand Summit and any customer reference which may be applicable;
 - A statement of the reason or 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.
 - Under the ICASA Code of Conduct Regulations Brand Peak (Pty) Ltd T/A Brand Summit is required to:
 - Acknowledge receipt of your complaint within 3 Business Days; and
 - Determine an outcome for the complaint and communicate this to you within 14 Business Days.

Referral of Complaints to ICASA

1.

1. If you are not happy with the outcome of the Complaint, you have the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
2. Please note that under the ICASA Code of Conduct Regulations 2008 you must give us an opportunity to resolve the matter within the 14-day period before you have the right to escalate your complaint to ICASA.
3. ICASA can be contacted in the following ways:
 1. email: consumer@icasa.org.za
 2. to find contact details of ICASA in your area, please visit: <https://www.icasa.org.za/pages/contact-us>

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.

Billing Dispute Resolution

Purpose of this Procedure

1.

1. This Procedure sets out the obligations of Brand Peak (Pty) Ltd T/A Brand Summit and the Customer in resolving a Billing Dispute, including the manner in which Billing Disputes should be lodged and how it will be handled thereafter.
2. Brand Peak (Pty) Ltd T/A Brand Summit Billing Dispute Handling Procedure is intended to service both the Customer and Brand Peak (Pty) Ltd T/A Brand Summit interests by setting out clear rules and procedures to be used where Billing Disputes Occur.

3. Definitions

- **“Billing Dispute”** means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.
- **“Billing Dispute Notice”** means a notice submitted by the Customer in terms of this Procedure.
- **“Billing Disputes Procedure”** and **“this Procedure”** mean this Billing Dispute Procedure for the initiation and resolution of Billing Disputes.
- **“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.

- **“Business Day”** means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa;
- **“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.

General

1.

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 Brand Peak (Pty) Ltd T/A Brand Summit by the Due Date of the Invoice.
2. For the avoidance of doubt the parties acknowledge and agree that:
 1. 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).
 2. Only Billing Disputes can trigger the Billing Dispute Handling Procedure (and the potential right to withhold payment of Disputed Amounts from Brand Peak (Pty) Ltd T/A Brand Summit as set out below).
 3. **Billing Enquiries and Complaints are not Billing Disputes and do not trigger the Billing Dispute Procedure. Billing Enquiries should be directed to info@brandsummitpromo.co.za – while Complaints are dealt with under the Brand Peak (Pty) Ltd T/A Brand Summit Complaints Handling Procedure.**
3. Please note that Brand Peak (Pty) Ltd T/A Brand Summit 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.

Customer’s Obligations to first use this Procedure

1.

1. As a current or prior Customer of Brand Peak (Pty) Ltd T/A Brand Summit, you agree to allow Brand Peak (Pty) Ltd T/A Brand Summit to

attempt settlement of any Billing Dispute for 14 Business Days before raising a dispute with any third party, credit card company or bank. Brand Peak (Pty) Ltd T/A Brand Summit requires and you agree that it be the first option in Billing Disputes. Should Brand Peak (Pty) Ltd T/A Brand Summit receive a chargeback or other reversed charge from a third party, Credit Card Company or bank on your behalf before Brand Peak (Pty) Ltd T/A Brand Summit has been given a chance to resolve the issue, Brand Peak (Pty) Ltd T/A Brand Summit has the right to collect on the rendered services and any fees associated with those disputes.

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, Brand Peak (Pty) Ltd T/A Brand Summit still retains the right to collect on any rendered services or fees that are due. Should Brand Peak (Pty) Ltd T/A Brand Summit be unable to reverse any disputed amounts with a third party, Credit Card Company or bank, Brand Peak (Pty) Ltd T/A Brand Summit will submit the full delinquent amount for Collections.

Time period within which Billing Disputes can be initiated

1.

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.

Circumstances under which payment of a Disputed Amount may be withheld

1.

1. You may only withhold payment of a Disputed Amount where Brand Peak (Pty) Ltd T/A Brand Summit receives a valid Billing Dispute Notice relating to such Disputed Amount at least 5 Business Days prior to the Due Date indicated on the relevant invoice.

Billing Dispute Notice

1.

1. A Billing Dispute can only be validly initiated through the submission of a valid Billing Dispute Notice using the [Customer Zone](#).
 1. Invoice number and date;
 2. The amount in dispute (“the Disputed Amount”);
 3. The amount not in dispute (“the Undisputed Amount”);
 4. The full details of the dispute; and
 5. **Any relevant evidence or documentation you want to submit to support your complaint.**

Response to Billing Dispute Notice

1.
 1. Under the ICASA Code of Conduct Regulations Brand Peak (Pty) Ltd T/A Brand Summit is required to acknowledge receipt of your complaint within 3 Business Days.
 2. Brand Peak (Pty) Ltd T/A Brand Summit shall provide a response to the Billing Dispute Notice within 14 Business Days, which response shall take one of the following forms:
 1. A rejection of the Billing Dispute Notice on the basis that:
 2. The Billing Dispute Notice was not received by Brand Peak (Pty) Ltd T/A Brand Summit within 60 days from the date of the relevant invoice;
 3. The Billing Dispute Notice does not contain all of the information set out in clause 11 of this Billing Dispute Procedure or was not submitted in accordance with section 10.
 4. 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;
 5. Brand Peak (Pty) Ltd T/A Brand Summit has confirmation from the Customer that the dispute which is the subject of the Billing Dispute Notice has been resolved;

6. The Customer is disputing the charges on the basis that the Customer did not authorise the particular use of the services by another person; or
7. Brand Peak (Pty) Ltd T/A Brand Summit reasonably believes that the Customer does not have a bona fide dispute in relation to the charges.
8. A request for information or documentation from the Customer lodging the Billing Dispute Notice which is reasonably required to assist Brand Peak (Pty) Ltd T/A Brand Summit 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 1 Brand Peak (Pty) Ltd T/A Brand Summit.
9. **A determination of the Billing Dispute and the reasons for such determination.**

Referral to Senior Management

1.

1. If you are not satisfied with Brand Peak (Pty) Ltd T/A Brand Summit response under section 84 of the Billing Dispute Procedure then you must notify ("SM Request") Brand Peak (Pty) Ltd T/A Brand Summit within 3 Business Days of receiving Brand Peak (Pty) Ltd T/A Brand Summit 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:
 1. To ensure that SM meet to resolve the dispute within 7 Business Days of Brand Peak (Pty) Ltd T/A Brand Summit receiving the SM Request but in any event not later than 14 Business Days after the lodging of the Billing Dispute Notice.
 2. Any decision of SM will be final and binding on both parties.
 3. Both parties acknowledge and agree that if Brand Peak (Pty) Ltd T/A Brand Summit 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 Brand Peak (Pty) Ltd T/A Brand Summit will have no further obligations in relation to the Billing Dispute.

Resolution, Agreement or Determination

1.

1. If stipulated under Brand Peak (Pty) Ltd T/A Brand Summit 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.
2. If stipulated under Brand Peak (Pty) Ltd T/A Brand Summit response under section 85 or where SM agree on a resolution or reach a decision under section 85 that Brand Peak (Pty) Ltd T/A Brand Summit must withdraw the disputed charge or refund a disputed charge previously paid, Brand Peak (Pty) Ltd T/A Brand Summit must as soon as practicable:
 1. If stipulated under Brand Peak (Pty) Ltd T/A Brand Summit response under section 84 or where SM agree on a resolution or reach a decision under section 85 that Brand Peak (Pty) Ltd T/A Brand Summit must withdraw the disputed charge or refund a disputed charge previously paid, Brand Peak (Pty) Ltd T/A Brand Summit must as soon as practicable:
 2. **Credit any Disputed Amount already paid by you.**
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 Brand Peak (Pty) Ltd T/A Brand Summit will have no further obligations in relation to the Billing Dispute.

Effect of this Procedure on continued service provision

1.

1. Brand Peak (Pty) Ltd T/A Brand Summit 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 Brand Peak (Pty) Ltd T/A Brand Summit has reached a determination and communicated this to you.
2. We reserve the right, however, to take such measures immediately:
 1. Where a determination of the Billing Dispute has been made and communicated to you; or
 2. 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.
 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 Brand Peak (Pty) Ltd T/A Brand Summit shall continue to have the right to terminate or suspend the service in accordance with Brand Peak (Pty) Ltd T/A Brand Summit rights under the Agreement that you have with Brand Peak (Pty) Ltd T/A Brand Summit.
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 Brand Peak (Pty) Ltd T/A Brand Summit shall continue to have the right to terminate or suspend the service in accordance with Brand Peak (Pty) Ltd T/A Brand Summit rights under the Agreement that you have with Brand Peak (Pty) Ltd T/A Brand Summit.

Confidentiality

- 1.

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.

Overage Disputes

1.
 1. Should you wish to dispute an overage charge, you may do so by following the Billing Dispute Procedure and requesting an overage investigation.
 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.

Request for Reconciliation or Historical Information/Reporting

1.
 1. Should you want a reconciliation done on your account, you may request one by following the Billing Dispute Procedure.
 2. However, should 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, 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.

Referral of Billing Disputes to ICASA

1.
 1. If you are unhappy with 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.
 2. ICASA can be contacted in the following ways:
 1. telephone (011) 566 3000,
 2. fax (011) 444 1919 or
 3. email: consumer@icasa.org.za.

Use of Account Holder information

1. Use of Account Holder information for promotional purposes

Brand Peak (Pty) Ltd T/A Brand Summit may include your name and contact information in directories of 12 service subscribers for the purpose of promoting the use of the services by potential customers. However, 12 is not authorised to print your name, trademarks or other identifying personal information in any other advertising or promotional materials without your prior written consent.

2. Use of Account Holder consumer credit information

The Parties record that 12 intends to disclose information to third parties (including registered credit bureaux) concerning your payment history and account status, and you hereby consent to Brand Peak (Pty) Ltd T/A Brand Summit, compiling and retaining any consumer credit information and confidential information about you for the purposes of filing Brand Peak (Pty) Ltd T/A Brand Summit customers' consumer credit information with third parties, including credit bureaux such as Compuscan; and you have consented to Brand Peak (Pty) Ltd T/A Brand Summit providing a credit bureau with this data. The credit bureaux are further authorised to upload the data to its database and share it with its subscribers as allowed for in terms of legislation.

Domain Registration Agreement

By accepting these terms and conditions during your application you confirm that you have read and agreed to the domain registration agreement.

Website Design Terms and Conditions

With the exception of any third-party materials and background technology, the Customer is deemed the owner of the Custom Website and Customer Content designed by Brand Peak (Pty) Ltd T/A Brand Summit "Customer Content" refers to all content or information (including, but not limited to, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by the Customer to Brand Peak (Pty) Ltd T/A Brand Summit, "Third-Party Materials" refers to any content, software, or other computer programming material that is owned by an entity other than Brand Peak (Pty) Ltd T/A Brand Summit, and licensed by Brand Peak (Pty) Ltd T/A Brand Summit or generally available to the public, including the Customer, under published licensing terms, and that Brand Peak (Pty) Ltd T/A Brand Summit will use in the development of or to display or run a Custom Website. This excludes, without limitation any content, graphic, video, music, sound manipulation to images or video supplied by the Customer to Brand Peak (Pty) Ltd T/A Brand Summit.

The graphics utilised from the graphics library of Brand Peak (Pty) Ltd T/A Brand Summit (if requested) are licensed from third-party suppliers OR obtained on a free-to-use basis. Brand Peak (Pty) Ltd T/A Brand Summit will provide the Customer a limited, personal, nonexclusive, nontransferable license to use the graphics during the term of this Agreement. Upon written request, Brand Peak (Pty) Ltd T/A Brand Summit will deliver the Customer's source files and database script, if applicable, at a predetermined price, indicated upon request from the Customer, for the source code. The Customer will

be required to remit full payment of the fees prior to Brand Peak (Pty) Ltd T/A Brand Summit providing the information via a method agreed upon between Brand Peak (Pty) Ltd T/A Brand Summit and the Customer. Further, Brand Peak (Pty) Ltd T/A Brand Summit will bill pro-rata from the time of signup.

Brand Peak (Pty) Ltd T/A Brand Summit reserves the right to refuse any material that it considers offensive.

Definitions:

Review

Is considered to be entered upon first presentation of the website design to the customer. The Review stage lasts 5 days at which point after the status of the website will then switch to Deployment. The automatic update of the review status will take place if Brand Peak (Pty) Ltd T/A Brand Summit does not hear back from the customer regarding any amendments or changes that the customer wishes to effect. Should we receive communication during this timeframe, Brand Peak (Pty) Ltd T/A Brand Summit will execute the changes and then present the customer with the modifications at which point the status of the Website will then move into a Deployment status. Please be aware that you will only be permitted to request one set of changes after you have received the first draft of your website, unless the update is due to a fault of ours. Any further changes will need to be addressed during your monthly update requests.

Deployment

Is considered to be a final status and commences after the Review stage. The customer accepts that with no communication from them to Brand Peak (Pty) Ltd T/A Brand Summit during a review process (5 days after the first presentation), Brand Peak (Pty) Ltd T/A Brand Summit will accept the customer's silence as assent to deploy their website.

Free Domain

Free Domain – this applies to only .co.za & .com domain registrations free for the first year, thereafter renewal fees has to be paid.