

Hosting Terms of Service

Please read terms and conditions carefully. Acceptable Use Policy

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

General and acceptable use

1. You are expected to use the Internet and other networks and services access through the services with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

Unacceptable use

1. Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted material, violation of export restrictions, harassment, fraud, trafficking in obscene material, child sexual abuse imagery, drug dealing, and other illegal activities.
2. KM Hosting a Trademark™ of Khazimulile Holdings Pty Ltd (KMH) services and servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. Examples of unacceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Illegal Mp3's" etc.
3. Due to the nature of a shared web hosting environment, KMH reserves the right to ask customers to upgrade or correct issues pertaining to upgrade their shared web hosting package, or to correct issues on their shared web hosting package, should it adversely affect the network or server performance for the majority of our hosting customers.
4. The KMH shared web hosting platform is intended for hosting a website with relevant content and function for a personal or small home business without the concern of traffic overages. The use of the service should not be indicative for large scale enterprises or applications where a dedicated server would be more suited.
5. KMH prohibits the use of the shared webhosting service disk space to be utilised for purposes other than its intended function: content hosting, personal and small enterprise email and relevant web files.

6. The use of shared or dedicated hosting services for hosting torrent boxes and / or running proxies is strictly prohibited. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from our network.
7. Posting of defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
8. Any unacceptable use of the services constitutes a material breach of these Terms and Conditions of Use and KMH fully and strictly reserves its rights in this regard.

Interpretation

1. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. KMH reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

System and network security

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

Spamming

- 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.

- It is contrary to KMH policy for customers to use our servers to effect or participate in any of the following activities:
- 14.1. To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner - published FAQ or description of the group or list;
- 14.2. To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- 14.3. To engage in any of the foregoing activities using the service of another provider, but channelling such activities through a KMH provided server, or using a KMH provided server as a maildrop for responses;
- 14.4. To falsify user information provided to KMH or to other users of the service in connection with use of a KMH service.

Determination of a breach of this policy

1. KMH will be the sole arbiters and have a sole and unfettered discretion in determining what constitutes a violation of this Policy.

Consequences of breach of this policy

1. When KMH becomes aware of an alleged violation of its AUP (Acceptable Use Policy), KMH will initiate an investigation (within 24 - 48 hours). During the investigation KMH may restrict Customer's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, KMH may, at its sole discretion, restrict, suspend, or terminate Customer's account and / or pursue other civil remedies. Also, KMH 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, KMH will notify the appropriate law enforcement department of such violation.
2. KMH does not issue service credits for any outages incurred through service disablement resulting from Policy violations.
3. The Customer shall be held liable for any and all costs incurred by KMH as a result of the Customer's 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 unauthorized bulk mailings and / or news server violations.
4. First violations will result in a Cleanup Fee of R1500 and the customer's account will be reviewed for possible immediate termination.
5. A second violation will result in Cleanup Fee of R3500 and immediate termination of the customer's account.

6. The Customer who violates this policy agrees to also pay Investigation Fees of no more than R1500 per hour that KMH personnel must spend to investigate any violations.

Modification

1. KMH 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. KMH reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

Reporting network abuse

1. Any party seeking to report any violations KMH policy may contact via e-mail: info@kmhosting.co.za

Website take downs

1. All queries related to website take downs may be directed to the Internet Service Providers' Association (ISPA), which KMH has appointed as its agent for the purposes of receipt of take down notices in accordance with Chapter 11 of the Electronic Communications and Transactions Act of 2002:
2. Website: www.ispa.org.za
3. Email: takedown@ispa.org.za
4. The relevant details for ISPA are:
5. Internet Service Providers' Association (ISPA)
6. Address: PO Box 518, Noordwyk, 1687
7. Telephone: 010 500 1200
8. Email: complaints@ispa.org.za

Disclaimers and limitation of liability

1. You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services.
2. We disclaim any and all loss or liability resulting from, but not limited to:
 - 27.1. loss or liability resulting from access delays or access interruptions;
 - 27.2. loss or liability resulting from data non-delivery or data mis-delivery;

- 27.3. loss or liability resulting from acts of God;
 - 27.4. loss or liability resulting from the unauthorized use or misuse of your account identifier or password;
 - 27.5. loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
 - 27.6. loss or liability resulting from 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. KMH 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. KMH expressly disclaims any representation or warranty that the KMH services will be error-free, secure or uninterrupted.
 5. No oral advice or written information given by KMH, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice as if it were a warranty. The terms of this section will survive any termination of this Agreement.
 6. KMH will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges 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. The Account Holder agrees to indemnify and hold KMH harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and KMH will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement.
2. The Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography through the Virtual Web Hosting service. KMH reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of these terms or KMH then current Acceptable Use Policy, in the sole and absolute opinion of KMH.
3. KMH will not change passwords to any account without proof of identification, which is satisfactory to KMH, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes

Account Holder, Account Holder understands that KMH will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will KMH be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless KMH from any and all Claims arising from such ownership disputes.

4. The Account Holder agrees to indemnify and hold harmless KMH and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by KMH. The terms of this Section will survive any termination of this Agreement.
5. The Account Holder agrees to be responsible for any costs incurred beyond their assigned quotas at a rate determined by KMH.
6. The Account Holder agrees not to harm KMH, its reputation, computer systems, programming and / or other persons using KMH services.
7. The terms of this Section will survive any termination of this Agreement.

Variation of services

1. You agree that KMH may establish limits concerning use of any KMH service offered on any KMH web site, including without limitation the maximum number of days that email messages will be retained by any KMH service, the maximum number of email messages that may be sent from or received by an account on any KMH service, the maximum size of an email message that may be sent from or received by an account on any KMH service, the maximum disk space that will be allotted on KMH servers on your behalf either cumulatively or for any particular service. You agree that KMH has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any KMH service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any KMH service may change at any time.
2. KMH reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by KMH 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 the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website. If the Account Holder refuses to comply with this Section, then KMH has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder.

Non - transferability of services

1. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of KMH.

Passwords

1. The Account Holder is responsible for maintaining the confidentiality of his / her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of KMH services, including any damages resulting there from, until the Account Holder notifies KMH customer service.
2. The responsibility of all passwords and other related sensitive information is assumed by the Account Holder, 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 KMH.

Assignment of IP addresses

1. If KMH assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the KMH services, the right to use that Internet Protocol address will remain with and belong only to KMH, and the Account Holder will have no right to use that Internet Protocol address except as allowed by KMH in its sole and absolute discretion.

General provisions

1. This Agreement constitutes the entire agreement between the Account Holder and KMH with respect to the KMH services and supersedes all prior agreements between the Account Holder and KMH.
2. KMH 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. 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).
5. The Account Holder consents to the jurisdiction of the South Africa courts.
6. The KMH services are provided from Johannesburg, South Africa, and this Agreement is deemed to have been entered into at Johannesburg.

7. 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 if sent after 16h00 on a Business Day or if sent on a non-Business Day.

KM Hosting a Trademark™ of Khazimulile Holdings Pty Ltd Billing Terms

General

1. KMH 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 on invoice presentation date (“Due Date”) shown on all invoices received from KMH.
3. KMH products and services are not pro-rated. KMH will provide a service to the purchaser (“the Account Holder”), as chosen by the Account Holder, for the period of time (“the Term”) corresponding with the payment plan specific to the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated.

Effect of non - payment

1. In the event of non-payment of an invoice by the stipulated Due Date, KMH reserves the right to hold the customer liable for the total amount due pursuant to such invoice.
2. KMH may stop the supply of new services to the customer and / or terminate current services held by the customer if payment of any invoice is not made by the Due Date, or if a petition for liquidation is filed by or against the customer, or if the customer goes out of business or announces intention to do so.
3. 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.
4. If the customer pays the amount due in full, the customer may have their existing services re-activated and also purchase new services.
5. If the customer neglects to pay the amount due in full, KMH will submit the full delinquent 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 the customers’ account.

6. KMH will not be held liable for the loss or suspension of customer services due to non-payment.
7. In the event of suspension due to non-payment, KMH 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. If the preferred method of payment used by a customer is EFT, it will be the sole responsibility of the customer to ensure their payments are made using the correct beneficiary reference as indicated on all invoicing. Failure to comply may result in an incorrect allocation of the customer payment which may cause service disruption as a result of the account being suspended due to non-payment.
9. DSL lines that have been suspended for non-payment will be cancelled with Telkom after 30 days, and the customer notified thereof beforehand.

Payment methods and fees

1. KMH only accepts payments via wire transfer (EFT), Paypal, Google Waller, debit order and credit card. KMH accepts MasterCard, and VISA.
2. A processing fee of R50.00 (Incl. Vat) is charged on all returned debit orders.
3. 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. Each of KMH web hosting plans comes with a 60 day money back guarantee. If you are not completely satisfied with our services within the first 60 days, you will be given a refund of the contract amount excluding setup fees (if any) and overages. Domain Registrations, Domain Renewals and Dedicated Servers are not refundable.
2. KMH will only refund a customer in the event of their account having a credit balance.
3. KMH will process authorised refunds to customers each Wednesday and Friday.

Cancellations

1. Cancellations must be done via email.
2. Please note that by default we require notification of non-renewal on or before the 20th of each month. If you do not provide this notice, you will be charged rate for the next renewal term as stipulated on our product pages. There are no refunds on a la carte services.

3. Domains are eligible to automatically renew for an additional 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 in the same product range”.

1. Downgrades must be done via email
2. 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

- The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem - solving mind set, without formal proceedings and in accordance with the various dispute resolution procedures provided.
- In the event of the dispute not being resolved, please follow the general complaint procedure as stipulated by ICASA for all complaints excepts Billing disputes:
- You are required to direct a general complaint to info@kmhosting.co.za. The complaint is required to be accompanied by the following;
- 53.1. Your full particulars and contact details;
- 53.2. Your relationship with KMH and any customer reference which may be applicable;
- 53.3. A statement of the reasons for the complaint with enough detail to allow us to assess these; and
- 53.4. Any relevant evidence or documentation you wish to submit in support of your complaint.
- 53.5. Under the ICASA Code of Conduct Regulations KMH is required to:
- 53.5.1 Acknowledge receipt of your complaint within three working days; and
- 53.5.2 Determine an outcome for the complaint and communicate this to you within fourteen (14) working days.

Referral of complaints to ICASA

1. If you are not happy about 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:
 - 56.1 telephone (011) 566 3000,
 - 56.2 fax (011) 444 1919 or
 - 56.3 email: consumer@icasa.org.za
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. This Procedure sets out the obligations of KMH and the Customer in resolving a Billing Dispute, including the manner in which Billing Disputes should be lodged and how they will be handled thereafter.
2. KMH Billing Dispute Handling Procedure is intended to service both the Customer and KMH interests by setting out clear rules and procedures to be used where Billing Disputes Occur.
 1. Definitions
 2. "Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.
 3. "Billing Dispute Notice" means a notice submitted by the Customer in terms of this Procedure.
 4. "Billing Disputes Procedure" and "this Procedure" mean this Billing Dispute Procedure for the initiation and resolution of Billing Disputes.
 5. "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.
 6. "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa;

7. "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

- 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 KMH by the Due Date of the Invoice.
- For the avoidance of doubt the parties acknowledge and agree that:
- 62.1. 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).
- 62.2. Only Billing Disputes can trigger the Billing Dispute Handling Procedure (and the potential right to withhold payment of Disputed Amounts from KMH as set out below).
- 62.3. Billing Enquiries and Complaints are not Billing Disputes and do not trigger the Billing Dispute Procedure. Billing Enquiries should be directed to: info@kmhosting.co.za
- Please note that KMH 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. As a current or prior Customer of KMH, you agree to allow KMH to attempt settlement of any Billing Dispute for 14 Business Days before raising a dispute with any third party, Credit Card Company or bank. KMH requires and you agree that it be the first option in Billing Disputes. Should KMH receive a chargeback or other reversed charge from a third party, Credit Card Company or bank on your behalf before KMH has been given a chance to resolve the issue, KMH 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, KMH still retains the right to collect on any rendered services or fees that are due. Should KMH be unable to reverse any disputed amounts with a third party, Credit Card Company or bank, KMH will submit the full delinquent amount for Collections.

Time period within which billing disputes can be initiated

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

Billing dispute notice

- A Billing Dispute can only be validly initiated through the submission of a valid Billing Dispute Notice by emailing info@kmhosting.co.za
- The Billing Dispute Notice should clearly set out:
 - 69.1. Invoice number and date;
 - 69.2. The amount in dispute (“the Disputed Amount”);
 - 69.3. The amount not in dispute (“the Undisputed Amount”);
 - 69.4. The full details of the dispute; and
 - 69.5. Any relevant evidence or documentation you wish to submit in support of your complaint.

Response to billing dispute notice

- Under the ICASA Code of Conduct Regulations KMH is required to acknowledge receipt of your complaint within 3 Business Days.
- KMH shall provide a response to the Billing Dispute Notice within 14 Business Days, which response shall take one of the following forms:
 - 71.1 A rejection of the Billing Dispute Notice on the basis that:
 - 71.2 The Billing Dispute Notice was not received by KMH within 60 days from the date of the relevant invoice;
 - 71.3 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.
 - 71.4 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;
 - 71.5 KMH has confirmation from the Customer that the dispute which is the subject of the Billing Dispute Notice has been resolved;
 - 71.6 The Customer is disputing the charges on the basis that the Customer did not authorize the particular use of the services by another person; or

- 71.7 KMH reasonably believes that the Customer does not have a bona fide dispute in relation to the charges.
- 71.8 A request for information or documentation from the Customer lodging the Billing Dispute Notice which is reasonably required to assist KMH 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 KMH
- 71.9 A determination of the Billing Dispute and the reasons for such determination.

Referral to senior management

- If the Customer is not satisfied with KMH response under section 71 of the Billing Dispute Procedure then the Customer must notify (“SM Request”) KMH within 3 Business Days of receiving KMH response that the Customer wants the matter referred to Senior Management (“SM”). Subject to the Customer complying with this clause 72 of the Billing Dispute Procedure, both parties agree:
 - 72.1 To ensure that SM meet to resolve the dispute within 7 Business Days of KMH receiving the SM Request but in any event not later than 14 Business Days after the lodging of the Billing Dispute Notice.
 - 72.2 Any decision of SM will be final and binding on both parties.
 - 72.3 Both parties acknowledge and agree that if KMH does not receive a Notification from the Customer 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 KMH will have no further obligations in relation to the Billing Dispute.

Resolution, agreement or determination

1. If stipulated under KMH response under section 71 or where SM agree on a resolution or reach a decision under section 72 that the Customer must make payment of a Disputed Amount, the Customer must within 5 Business Days of the date of the determination pay the Disputed Amount.
2. If stipulated under KMH response under section 71 or where SM agree on a resolution or reach a decision under section 72 that KMH must withdraw the disputed charge or refund a disputed charge previously paid, KMH must as soon as practicable:
 - 74.1 Provide the Customer with an adjustment to their account reflecting the decision above. It is intended that this adjustment will appear on the next invoice issued to the Customer (which the Customer must pay in accordance with the agreement for services that it has with KMH) but the parties acknowledge that this may be delayed due to timing issues with the decision and KMH standard billing terms; and
 - 74.2 Credit any Disputed Amount already paid by the Customer.

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 KMH will have no further obligations in relation to the Billing Dispute.

Effect of this procedure on continued service provision

1. KMH 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 KMH has reached a determination and communicated this to you.
2. We reserve the right, however, to take such measures immediately:
 - 77.1 Where a determination of the Billing Dispute has been made and communicated to you; or
 - 77.2 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 KMH shall continue to have the right to terminate or suspend the service in accordance with KMH rights under the agreement that you have with KMH.

Confidentiality

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. 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 the Customer's account.

Realm disputes

1. Should you wish to dispute realm charges you may do so by following the Billing Dispute Procedure and requesting a realm investigation.

2. Should, however, the realm charges be accurate (within a 5% margin) a once off charge of R150.00 per realm will be applied to the Customer's account.

Request for reconciliation

1. Should you want a reconciliation done on your account, you may request one by following the Billing Dispute Procedure.
2. Should however the reconciliation prove the account to be accurate (within a 5% margin), a once off charge of R150.00 per reconciliation will be applied to the Customer's account.

Referral of billing disputes to ICASA

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

Use of account holder information for promotional purposes

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