

BACKUPONLINE® SOFTWARE

Individual User Agreement

PLEASE READ CAREFULLY BEFORE USING THE BACKUPONLINE SOFTWARE.

Your completion of the downloading process and/or your use of the BackupOnline® software described below will create a legal agreement (this "Agreement") between you (an individual) and BackupOnline (Pty) Ltd ("BackupOnline"). By installing the BackupOnline software on your computer or by using the BackupOnline software, you represent that you are an individual of at least eighteen (18) years of age and agree to be legally bound by the terms of this Agreement. If you are not at least eighteen (18) years old or you do not accept the terms below, you must terminate the registration process. Your use of the BackupOnline software described below is conditioned upon your acceptance of the terms of this Agreement and BackupOnline's acceptance of your registration.

1. BACKUPONLINE SOFTWARE

Subject to BackupOnline's acceptance of your registration and your compliance with the terms of this Agreement, BackupOnline hereby grants to you a non-transferable, non-exclusive license and right to: (i) download the BackupOnline Service client software (the "BackupOnline Client") from the BackupOnline web site or to load the BackupOnline Client from a CD-ROM disk; (ii) use the BackupOnline Client and the BackupOnline data backup and storage service (the "BackupOnline Service") to back up, store and retrieve data files.

2. CONDITIONS OF USE.

Your use of the BackupOnline Client (the "BackupOnline Software") and the BackupOnline Service is subject to the following conditions:

- (a) Your BackupOnline Service account is an individual, non-transferable user account and you shall not use the BackupOnline Service to back up data files on behalf of another person or entity or from any network server.
- (b) You may not use the BackupOnline Service for any unlawful purpose and may not store any files, data, images or programs that contain: (i) any illegal pictures, material or information; (ii) any code or material that violates the intellectual property rights of others; (iii) any Windows temporary files of any kind (including any *.tmp or ~*. * files) (NOTE: some applications create valid (non-temporary) files that begin with " ~"); or (iv) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features.

(c) The BackupOnline Software is licensed, not sold, to you. Ownership of the BackupOnline Software and its associated proprietary rights are retained by BackupOnline and its licensors. You will not modify, reverse engineer, decompile or disassemble the BackupOnline Software. You will use the BackupOnline Software only in connection with your use of the BackupOnline Service.

(d) If BackupOnline believes that you have violated this Agreement, BackupOnline may, in BackupOnline's sole discretion and in addition to its other remedies, suspend your account, remove and/or destroy data stored by you on BackupOnline's computers and/or terminate this Agreement.

(e) Your files may not be backed up and saved if you use the BackupOnline Service in conjunction with various file compression software (e.g., ZipMagic). If you are using this type of software, please consult its user documentation and BackupOnline Customer Support for possible compatibility issues and review the Special Notice below.

3. PRICING.

You chose your initial reserved capacity (your "Reserved Capacity") when you made your purchase over the phone or online. You will be billed, and you agree to pay, the corresponding rate listed on the pricing page. These rates include VAT, use and other taxes and you will be charged for any such taxes (excluding taxes on BackupOnline's net income). BackupOnline reserves the right to change the pricing or nature of BackupOnline's products at any time.

If your usage exceeds your Reserved Capacity, your monthly bill will be automatically adjusted to reflect the rate that corresponds to your increased Reserved Capacity and your Reserved Capacity will be automatically increased to the appropriate level. The determination of whether your actual usage has surpassed your Reserved Capacity will be made monthly by analyzing the amount of storage space occupied by your data files on the last day of your monthly billing cycle. If BackupOnline determines that you are systematically deleting and resaving files solely for the purpose of avoiding an increase in your Reserved Capacity, BackupOnline may, in BackupOnline's sole discretion, suspend your account, remove and/or destroy data stored by you on BackupOnline's computers and/or terminate this Agreement.

If your required capacity decreases at any time, you may downgrade your Reserved Capacity by contacting BackupOnline by electronic mail to BackupOnline's Customer Service, by written communication delivered by first class postage-prepaid to BackupOnline (Pty) Ltd, 27 Durham Street, Raedene, Johannesburg, 2124, or by calling BackupOnline Customer Service at +27 11 485-1930, and requesting a decreased Reserved Capacity. Your monthly billing will reflect the decreased Reserved Capacity starting in the first full billing cycle following BackupOnline's receipt of your requested downgrade. Unless you downgrade, you will be billed for your Reserved Capacity, whether or not you use all of the capacity (i.e., if your Reserved Capacity is 300

megabytes and you only use 100 megabytes, you will still be billed at the rate for 300 megabytes unless you contact Customer Service).

4. PAYMENT.

You hereby authorize BackupOnline to charge to the credit card or bank account identified by you when you made your purchase over the phone or online, on the first business day immediately preceding such due date, any BackupOnline Service fees and charges payable by you. Notwithstanding that authorization, you remain ultimately responsible for payment to BackupOnline. You must promptly inform BackupOnline if there is any change in information provided on the registration form, including, without limitation, change of address and any credit, debit or charge card numbers and expiration dates. When your credit card expires and you have not provided any updated credit card information, BackupOnline, in its sole discretion, may either assume that the card has been renewed for one year, require that you furnish updated credit card information, including the new expiration date and any other information needed to process your account payments, or treat your BackupOnline account as having been canceled.

5. MODIFICATIONS.

BackupOnline reserves the right to modify these terms and its rates, effective upon BackupOnline providing thirty (30) days-written notice of such modification to you, except that modifications to BackupOnline Service fees shall be effective at the beginning of the next billing period. Your access or use of the BackupOnline Service after the effective date of the notice shall be deemed acceptance by you of such modifications. If you do not accept such modifications, you must notify BackupOnline that you wish to terminate your BackupOnline account.

6. TERM AND TERMINATION.

The term of this Agreement shall commence upon BackupOnline's acceptance of your completed BackupOnline Service registration and shall end when terminated by BackupOnline or you for any reason by the delivery of a termination notice to the other. To help avoid unauthorized cancellation, you must call BackupOnline Customer Service at the number set forth in Section 10 below to terminate your BackupOnline Service account. Upon termination, you shall remove all of your stored data from the BackupOnline Service computers within five (5) days of the effective date of termination, destroy all copies of BackupOnline Software in your possession and cease use of the BackupOnline Service. BackupOnline may destroy any of your stored data that is not removed within such period. Sections 2, 4, 6, 7, 8, 10 and 11 (and any other provision that can be reasonably construed to survive termination) shall survive termination of this Agreement.

7. DISCLAIMER.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE BACKUPONLINE SERVICE AND SOFTWARE. THE BACKUPONLINE SERVICE AND SOFTWARE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. BACKUPONLINE, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS AND SUPPLIERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE BACKUPONLINE SERVICE AND SOFTWARE.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL BACKUPONLINE OR ITS SUPPLIERS AND DISTRIBUTORS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR DATA OR FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS, OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE BACKUPONLINE SERVICE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BACKUPONLINE AND ITS SUPPLIERS AND DISTRIBUTORS (WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE BACKUPONLINE SERVICE OR SOFTWARE EXCEED THE FEES YOU HAVE PAID BACKUPONLINE FOR USE OF THE BACKUPONLINE SERVICE IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

9. FORCE MAJEURE.

BackupOnline shall not be liable for any nonperformance, delay, error, data loss or other loss caused by any event or conditions that are beyond the reasonable control of BackupOnline.

10. NOTICE.

Any notice under this Agreement given by BackupOnline to you will be deemed to be properly given if delivered by means of electronic mail to you through the BackupOnline Service, by a general notice on the BackupOnline web site, by a new agreement included with any Software upgrade, or by written communication delivered by first class mail to your address on record in the registration information. Any notice under this Agreement given by you to BackupOnline will be deemed to be properly given if delivered to BackupOnline by electronic mail to BackupOnline's Customer Service, by

written communication delivered by first class postage- prepaid mail to BackupOnline (Pty) Ltd 27 Durham Street, Raedene, Johannesburg, South Africa, 2124, or by calling BackupOnline Customer Service at +27 11 485-1930, provided that any notice of termination by you must be given by your calling BackupOnline Customer Service. Both BackupOnline and you may from time to time change their addresses for notices under this section by giving the other party notice of the change in accordance with this section.

11. MISCELLANEOUS.

You shall not assign any of your rights, obligations or interest in this Agreement, the BackupOnline Software or your BackupOnline account. Without limiting the foregoing, this Agreement is binding and inures to the benefit of the parties and their respective successors and assigns.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements. BackupOnline's failure to insist upon or enforce strict performance of any provision or right of this Agreement shall not be construed as a waiver of any provision or right.

This Agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties shall not apply. You consent to the venue and jurisdiction of the Johannesburg Magistrate's Court with regard to any claim arising under or otherwise occurring by reason of this Agreement or your use of the BackupOnline Service. You shall commence any claim or cause of action arising under or otherwise occurring by reason of this Agreement within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred.

R295.00 per month for 100 megabytes of storage space;

R195.00 per month for each 100 megabytes of storage space thereafter;

R315.00 per month for 100 megabytes of storage space Plus e-mail account; and

R350.00 per month for 100 megabytes of storage space Plus full Internet Access.