femmlogic pty.
EMPOWERING BUSINESSES. SUPPORTING FAMILIES.

Terms & Conditions

Introduction

These Terms and Conditions("T&C's"), read in conjunction with our Acceptable Use Policy("AUP") and Privacy Policy (POPIA Compliance), serve as guidelines that we need impose to regulate the relationship between Femmlogic (Pty) Ltd ("Femmlogic", "we", "our", or "us") and You ("collectively referred to as the Parties").

Femmlogic reserves the right, in its sole and absolute discretion, to make changes from time to time, and without prior notice, regarding the products or services that are offered, our T&C's, POPIA, and AUP at any time.

The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties' consent to the jurisdiction of the courts of Republic of South Africa in this regard.

Company Information

Registered Business Name	Femmlogic (Pty) Ltd
Trading Name	Femmlogic
Email Address	info@femmlogic.co.za
Website	www.femmlogic.co.za

These Terms & Conditions apply to all products and services supplied by Femmlogic (Pty) Ltd, trading as Femmlogic ("Femmlogic", "we", "us", or "our").

Unless otherwise stated, all references to "Femmlogic" in these Terms & Conditions refer to Femmlogic (Pty) Ltd.

Customers may contact Femmlogic using the contact details above for enquiries relating to our services, billing, support, or these Terms & Conditions.

Femmlogic reserves the right to update its contact information from time to time. Any changes will be published on our website and will become effective upon publication.

Definitions

Unless the context indicates otherwise, words importing the singular include the plural and vice versa, words importing one gender include all genders, and references to natural persons include juristic persons and vice versa.

For the purposes of these Terms & Conditions, the following definitions apply:

- **"Agreement"** means these Terms & Conditions together with Femmlogic's Acceptable Use Policy ("AUP"), Privacy Policy, and any other policies or documents expressly incorporated by reference.
- **"Business Day", "Working Day"** means any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
- **"Customer"**, **"You" ("collectively referred to as the Parties")**, or **"Your"** means any individual, company, partnership, organisation, or other legal entity that purchases, accesses, or uses the Services provided by Femmlogic.
- **"Data"** means any information, files, databases, emails, website content, software, applications, personal information, or other digital content stored, transmitted, processed, or hosted using the Services.
- **"Domain Name"** means an internet domain name registered or managed through Femmlogic on behalf of the Registrant.
- **"Force Majeure Event"** means any event beyond the reasonable control of Femmlogic, including but not limited to natural disasters, power failures, fibre outages, cyber-attacks, acts of government, labour disputes, war, civil unrest, or failures of third-party infrastructure or service providers.
- **"FemmLogic"**, **"we"**, **"us"**, or **"our"** means **Femmlogic (Pty) Ltd**, a company incorporated in the Republic of South Africa, trading as **Femmlogic**.
- **"Hosting Account"** means the Customer's hosting environment, server space, control panel, email services, databases, applications, and any related resources allocated to the Customer as part of the Services.



- **"Maintenance"** means scheduled or emergency work carried out by Femmlogic to maintain, secure, repair, upgrade, or improve the Services or supporting infrastructure.
- **"POPIA"** means the **Protection of Personal Information Act, 2013 (Act No. 4 of 2013)**, as amended from time to time.
- **"Privacy Policy"** means Femmlogic's Privacy Policy, as amended from time to time, which forms part of this Agreement.
- **"Registrant"** means the individual or legal entity recorded with the relevant domain registry as the registered holder of a Domain Name.
- **"Services"** means all products and services supplied by FemmLogic, including but not limited to domain registration, web hosting, reseller hosting, VPS hosting, dedicated servers, cloud services, email hosting, cPanel hosting, SSL certificates, website design, website maintenance, managed services, technical support, and any other products or services offered by Femmlogic from time to time.
- **"Server"** means any physical or virtual server, cloud infrastructure, or related equipment used by Femmlogic or its service providers to deliver the Services.
- **"Service Provider"** means any third-party supplier, data centre, cloud provider, domain registrar, registry, payment processor, telecommunications provider, software vendor, or other organisation engaged by Femmlogic in providing the Services.
- **"Terms & Conditions"** means this agreement, as amended from time to time.
- **"Website"** means Femmlogic's official website, currently located at www.femmlogic.co.za, together with any successor domain or related online platforms operated by Femmlogic.

Acceptance of Terms

By purchasing, subscribing to, or using any services provided by Femmlogic's, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions.

The Customer further agrees to comply with and be bound by the following documents, which form part of this agreement:

- These Terms & Conditions.
- Femmlogic's Acceptable Use Policy (AUP).
- Femmlogic's Privacy Policy.
- Femmlogic's obligations and the Customer's rights under the Protection of Personal Information Act, 2013 (POPIA), where applicable.

- If the Customer does not agree to any part of these Terms & Conditions or the policies referenced above, they must not purchase or use Femmlogic's services.
- Continued use of Femmlogic's services following any updates to these Terms & Conditions or related policies constitutes acceptance of those changes.

Services Offered:

Femmlogic (Pty) Ltd provides professional digital business solutions, including but not limited to:

- Website hosting
- Domain registration and management

- Business email hosting and administration
- Website design and development
- Website maintenance and technical support
- Business administration support
- Digital marketing resources
- Social media page creation and setup
- Graphic design, branding, and infographic creation
- Business technology consulting and support

Payment Policies

Femmlogic invoices Customers in advance for recurring Services. Unless otherwise agreed in writing, invoices for a service period will be issued during the preceding billing period. For example, services to be provided during **July** will generally be invoiced during **June**.

Invoices are payable within **30 (thirty) calendar days** from the invoice date, unless otherwise stated on the invoice.

New services may be invoiced on a pro-rata basis to align with Femmlogic's standard monthly billing cycle.

Recurring Services will continue to be invoiced until the Customer cancels the Services in accordance with these Terms & Conditions.

As a courtesy, Femmlogic generally issues invoices approximately **15 days before the commencement of the applicable service period**; however, failure to receive an invoice or reminder does not relieve the Customer of their obligation to pay all amounts due.

Failure to receive an invoice, reminder, or other billing communication does not relieve the Customer of their obligation to pay all fees owing under these Terms & Conditions.

FemmLogic accepts payment by:

- Electronic Funds Transfer (EFT);
- Debit Order. (on request)

- Additional payment methods may be offered from time to time.

- Where payment is made by debit order and the debit order is returned unpaid, Femmlogic reserves the right to charge a reasonable administration fee of R50.00(Fifty Rands) per unsuccessful debit order. Any outstanding balance must then be settled using an alternative payment method before debit order facilities are reinstated.

Late Payment

The Customer is responsible for ensuring that their billing information remains accurate and up to date and that all invoices are paid by the due date.

Unless the Customer has cancelled the applicable Services in accordance with these Terms & Conditions, recurring charges will continue to be invoiced for each billing period.

Femmlogic reserves the right to allocate any payment received to the oldest outstanding invoice on the Customer's account.

If an invoice remains unpaid for 30 (thirty) days after its due date, Femmlogic may suspend the affected Services until all outstanding amounts have been paid in full.

Where Services have been suspended due to non-payment, Femmlogic reserves the right to charge a reasonable reactivation fee before restoring the Services.

Continued non-payment may result in permanent termination of the affected Services. Following termination, Femmlogic does not guarantee that any Customer data, backups, emails, websites, or other hosted content will remain available for recovery.

Cancellation Policy:

Cancellations must be done via Femmlogic.

You have the option of cancelling your account immediately or at the end of the billing period. If you choose to cancel the account immediately then your account will be terminated from our servers on receipt of the cancellation.

Cancellation of a subscription does not cancel any outstanding invoices. All outstanding invoices are still due.

If you require terminated data to be restored there will be a once off R400.00 (Four Hundred Rands) fee to restore the data if backups are available. Backups will be available for up to 3 months before it gets completely removed from the server and records.

Domain Registration Policy:

General

Femmlogic provides domain registration, renewal, transfer, and related services through accredited third-party registrars and registry operators.

All domain registrations, renewals, transfers, and management services are subject to the terms, conditions, policies, and regulations of the relevant domain registry, registrar, and governing authority. By registering or transferring a domain through Femmlogic, the Customer agrees to comply with all applicable registry and registrar policies.

While Femmlogic will make every reasonable effort to secure the requested domain name, domain registration is not guaranteed until the relevant registry confirms the successful registration.

Registrant Information

The individual or organisation listed as the Registrant is recognised as the legal registrant of the domain name and retains the rights associated with that registration, subject to the applicable registry's terms and policies.

The Customer must ensure that all registrant, administrative, technical, and billing contact information provided during registration or transfer is complete, accurate, and kept up to date at all times.

Femmlogic shall not be responsible for delays, failed registrations, suspension of a domain, or any loss arising from inaccurate, incomplete, or outdated registration information supplied by the Customer.

Where the Customer registers a domain on behalf of another person or organisation, the Customer warrants that they are authorised to do so and must ensure that the correct legal owner is recorded as the Registrant.

Customer Warranties

The Customer warrants that:

- all information supplied during registration is accurate and complete;
- they are legally entitled to register or use the requested domain name;
- they have authority to act on behalf of the Registrant where applicable;
- the registration and use of the domain name does not infringe any intellectual property rights or violate any applicable laws;
- the domain name will not be used for unlawful, fraudulent, abusive, or malicious purposes.

Domain Registration and Changes

Domain registrations are considered final once successfully submitted to and accepted by the relevant registry.

Domain names cannot be changed after registration. Where an incorrect domain name is registered, a new registration will be required and additional registration fees will apply.

Femmlogic cannot accept responsibility for typographical errors, spelling mistakes, incorrect extensions, or incorrect registration details submitted by the Customer during the ordering process.

Domain Renewals and Expiry

Domain registration is valid only for the registration period purchased by the Customer.

Femmlogic manages the domain renewal process on the Customer's behalf and will make every reasonable effort to ensure that domain names are renewed before their expiry date, provided that the Customer's account is in good standing and all applicable renewal fees have been paid when due.

Where payment has not been received, the Customer's account is overdue, or a payment method fails, Femmlogic cannot guarantee that the domain name will be renewed.

Femmlogic accepts no liability for any loss, suspension, expiration, cancellation, or transfer of the domain resulting from non-payment or any other circumstances beyond Femmlogic's reasonable control.

Once a domain has expired, it will enter a registry-defined grace period or redemption period. During these periods:

- renewal may not always be possible;
- additional redemption or restoration fees imposed by the registry will apply;
- Femmlogic cannot guarantee that an expired domain can be recovered.

Domain Transfers

Domain transfers are subject to the policies and technical requirements of the applicable registry and registrar.

Femmlogic will process transfer requests submitted by the authorised account holder, provided that:

- All required authorisations have been received.
- The transfer complies with the applicable registry and registrar rules.

    - The Customer's account is paid in full, with no outstanding fees or charges owing to Femmlogic.
- Femmlogic reserves the right to withhold or delay the processing of a domain transfer request where the Customer's account is due/overdue or where any fees relating to the domain registration, renewal, or associated services remain unpaid. Once all outstanding amounts have been settled and the transfer meets the applicable registry and registrar requirements, Femmlogic will process the transfer without reasonable delay.
- Femmlogic will not unreasonably withhold or prevent the lawful transfer of a domain name where the Customer has complied with these Terms and Conditions and all outstanding amounts due have been settled.

Premium Domains

Certain domain names are designated by registries as Premium Domains and are subject to higher registration and renewal fees.

Although Femmlogic endeavours to display accurate Premium Domain pricing before checkout, registry pricing may occasionally change or not be available at the time of purchase.

If a domain is identified as a Premium Domain after payment has been received, the Customer will be offered the option to:

pay the applicable premium registration fee; or

cancel the order and receive a full refund of the amount paid for that domain registration.

Refund Policy

Domain registration, renewal, transfer, redemption, restoration, and registry-related fees are non-refundable once submitted to the relevant registrar or registry.

Refunds will only be issued where Femmlogic is unable to register the requested domain name and no registration has been completed.

Limitation of Liability

Femmlogic acts solely as an intermediary between the Customer and the relevant domain registrar and registry.

Femmlogic shall not be liable for the refusal, suspension, cancellation, transfer, deletion, expiration, or loss of any domain name resulting from registry policies, registrar actions, legal disputes, inaccurate customer information, or circumstances beyond Femmlogic's reasonable control.

Hosting Usage Policy:

Our hosting accounts operate on shared resources.

Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers.

Misuse of network resources in a manner which impairs server/network performance is prohibited by this policy and may result in suspension of your account without notice.

You are prohibited from excessive consumption of resources, including processing time, memory, and session time.

You may not use resource-intensive programs which negatively impact other customers or the performance of Femmlogic systems or Hosting.

Femmlogic reserves the right to terminate or limit such activities.

- A mandatory request to move your hosting account to a standalone hosting package that suits your needs will be required if this clause is breached.

Scale Traffic/Storage Policy

Our Scale packages do not have set limits on bandwidth. Instead, we have a fair use policy which goes as follows.

Bandwidth is unlimited as long as:

  - They are used as an integral part of your website,
  - You are not intentionally abusing the service by using excessive bandwidth,
  - You are not violating our terms and conditions, and
  - You are not impeding our capability to provide other services to other customers.
- Email storage under Scale packages is subject to the following:
  - We do not allow long term storage of emails, we reserve the right to remove emails older than 12 months,
  - We do not allow the use of unattended mailboxes, if an account has unread emails older than 180 days it will be considered abandoned and may be deleted,
  - Emails stored in 'spam' or 'deleted' folders may be deleted where such emails are over 30 days old.
- In other words, if you are adding content (images, files, text, etc) to your site and using the service in the way it is intended to be used, then we will not limit the amount of bandwidth your site is consuming.
- Our intention is that, as long as both parties are being fair, you should not have to worry about bandwidth limits. We'll take care of these sorts of issues so you can concentrate on growing your site.
- If, however, you are attempting to take advantage of the service by distributing or storing large files, PDF's or images, streaming excessive video or hosting music or something similar, then we will request that you cease doing so.



Acceptable Use Policy:

The Customer agrees to comply with Femmlogic's Acceptable Use Policy ("AUP"), which forms part of these Terms & Conditions and is incorporated by reference. The AUP should be read in conjunction with these Terms & Conditions.

The Acceptable Use Policy sets out the standards and requirements governing the use of Femmlogic's services. It includes, but is not limited to, provisions relating to:

  - unlawful or fraudulent activities;
  - malware, hacking, phishing, and other malicious activities;
  - spam, unsolicited email, and email abuse;
  - prohibited or unlawful content;
  - intellectual property infringements;
  - excessive use of server resources;
  - network abuse and security violations; and
  - any activity that may negatively affect Femmlogic's infrastructure, services, reputation, or other customers.

- The Customer is responsible for ensuring that all users accessing the services through their account comply with the Acceptable Use Policy.
- Femmlogic reserves the right to investigate any suspected breach of the Acceptable Use Policy and may, where reasonably necessary, suspend, restrict, or terminate the affected services, remove offending content, or take any other action permitted under these Terms & Conditions or applicable law.
- Femmlogic may amend the Acceptable Use Policy from time to time. The latest version will be published on Femmlogic's website, and continued use of the Services after such publication constitutes acceptance of the revised policy.

Backups:

While Femmlogic endeavours to perform regular backups, no guarantee is made, whether express or implied, regarding the availability, completeness, accuracy, or integrity of any backup. Backups may fail, become corrupted, or be unavailable due to circumstances beyond Femmlogic's reasonable control.

Backups are maintained solely for Femmlogic's operational and disaster recovery purposes and should not be relied upon as the Customer's primary or only method of data protection.

The Customer is solely responsible for requesting current and complete copies of all website files, databases, emails, applications, and any other data hosted through Femmlogic's services. Customers are strongly encouraged to maintain regular off-site backups of all important data.

Femmlogic shall not be liable for any loss of data, corruption of data, business interruption, or other damages arising from the failure, unavailability, or restoration of backups.

Scripts and Software Policy:

You are free to install and use any scripts you wish, (as long as they are not on our banned scripts list, see below) however we reserve the right to disable any script or software in your hosting account that affects normal server operation or service to other Femmlogic customers.

Femmlogic is not responsible for scripts that you use in your hosting. It is not our responsibility to ensure your scripts function correctly. Please don't expect our technical support team to troubleshoot aspects of your scripts or third party scripts that you use on your sites hosted on our servers.



Femmlogic provides technical support for the server & server related softwares. Any scripts included in the Softaculous are 3rd party scripts and support is not provided by our technical support team. The following scripts are banned due to the potential harm they can cause to other sites on the same server:

- Torrentflux (and similar scripts);
- AlienForm (all versions);
- Formmail.pl;
- Greymatter (all versions);
- Open Webmail;
- Ikonboard (all versions);
- IRC Egg Drops & IRC related programs;
- Chat software;
- lstmrge.cgi;
- Proxy Servers & Scripts (EX: nph-proxy);
- Shell, SSH, Telnet Scripts and Shell, SSH, Telnet Alternatives (cgitelnet.pl);
- The Anonymizer;
- UltimateBBS (all versions);
- YABB + YABB SE (all versions);
- Any script that uses / processes a massive number of flatfiles or large flatfile databases; and
- Crypto currency mining software, crypto currency wallets and crypto currency related websites.

Third-Party Software:

Femmlogic may provide a hosting environment that supports the installation and use of third-party software and applications, including but not limited to WordPress, Joomla, WHMCS, cPanel plugins, scripts, themes, extensions, and other third-party applications.

Unless expressly stated otherwise in a separate written agreement, Femmlogic does not develop, own, maintain, endorse, or provide support for third-party software. The Customer is solely responsible for the installation, configuration, licensing, operation,

maintenance, and use of any third-party software installed or used within their hosting account.

Femmlogic provides the hosting environment only and does not warrant or guarantee the functionality, compatibility, performance, security, availability, or continued support of any third-party software or application.

The Customer is responsible for ensuring that all third-party software, plugins, themes, modules, and extensions are obtained from reputable sources, properly licensed where applicable, and kept up to date with the latest supported versions.

Femmlogic shall not be liable for any loss, damage, service interruption, security vulnerability, data loss, incompatibility, or other issues arising from the installation, use, modification, update, or failure of any third-party software.

Security:

Femmlogic takes reasonable technical and organisational measures to protect its hosting infrastructure and systems. However, the Customer acknowledges that no internet-based service can be guaranteed to be completely secure.

The Customer is solely responsible for maintaining the security of their website, applications, data, and hosting account, including but not limited to:

- Creating and maintaining strong, unique passwords for all accounts and services.
- Keeping login credentials secure and confidential.
- Ensuring that access credentials are not shared with unauthorised persons.
- Regularly updating website content management systems (CMS), plugins, themes, scripts, applications, and other software to the latest supported versions.
- Implementing appropriate security measures to protect their website and hosted content from unauthorised access, malware, and other security threats.
- Promptly removing malware, malicious code, or compromised files from their website or account.
- Promptly notifying Femmlogic if they become aware of any suspected or actual unauthorised access, security breach, or compromise of their account or hosted services.

- Where Femmlogic reasonably believes that a Customer's account, website, application, or server has been compromised, contains malware, or poses a security risk to Femmlogic's infrastructure or other customers, Femmlogic reserves the right to suspend, isolate, restrict, or disable the affected service immediately and without prior notice where necessary to protect the integrity, security, and stability of its systems.
- Femmlogic will make reasonable efforts to notify the Customer of any suspension or security-related action as soon as reasonably practicable and will work with the Customer to restore the affected service once the security issue has been satisfactorily resolved.
- Femmlogic shall not be liable for any loss, damage, unauthorised access, data breach, business interruption, or other consequences arising from:
    - the use of weak or compromised passwords;
    - the Customer's failure to maintain or update software;
    - compromised login credentials;
    - malware or vulnerabilities introduced by the Customer or third parties; or
    - the Customer's failure to implement appropriate security measures.
- The Customer agrees to cooperate fully with Femmlogic in investigating and resolving any security incident affecting their account or services where such cooperation is reasonably required.

Force Majeure:

Femmlogic shall not be liable for any failure to perform, interruption, delay, suspension, or inability to provide the Services where such failure or delay results from circumstances beyond its reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to:

- natural disasters, including floods, fires, earthquakes, storms, or other severe weather events;
- power failures, load shedding, utility outages, or failures of telecommunications or internet infrastructure;

    - fibre cuts, network outages, or failures of third-party service providers, data centres, cloud providers, registrars, or upstream network operators;
    - cyber-attacks, distributed denial-of-service (DDoS) attacks, ransomware, malware, or other malicious acts affecting the Services or supporting infrastructure;
    - war, terrorism, civil unrest, riots, strikes, labour disputes, or acts of public disorder;
    - government actions, legislation, regulations, court orders, sanctions, or actions by regulatory authorities; and
    - any other event or circumstance beyond FemmLogic's reasonable control.
- During a Force Majeure Event, Femmlogic's obligations under these Terms & Conditions shall be suspended for the duration of the event to the extent that performance is affected.
- Femmlogic will use reasonable efforts to minimise the impact of any Force Majeure Event and to restore affected Services as soon as reasonably practicable.
- A Force Majeure Event shall not relieve the Customer of any obligation to pay fees that became due before the occurrence of the Force Majeure Event.

Maintenance:

Femmlogic may perform scheduled or emergency maintenance from time to time to ensure the continued security, stability, performance, and reliability of its Services.

Maintenance may include, but is not limited to:

- the installation of security patches and updates;
- server upgrades, hardware replacements, and software updates;
- infrastructure improvements and system optimisation;
- emergency maintenance required to address security vulnerabilities, service interruptions, or other critical issues.

- Where reasonably practicable, Femmlogic will provide advance notice of scheduled maintenance that may result in a temporary interruption of the Services. Emergency maintenance may be carried out without prior notice where immediate action is required to protect the Services or Femmlogic's infrastructure.

- The Customer acknowledges that maintenance activities may result in temporary interruptions, reduced performance, or brief periods of downtime. Femmlogic will use reasonable efforts to minimise the impact and restore normal service as quickly as reasonably practicable.
- Scheduled or emergency maintenance carried out in accordance with this section shall not constitute a breach of these Terms & Conditions and shall not give rise to any entitlement to compensation, service credits, or damages, except where required by applicable law.

Technical Support:

Femmlogic will provide reasonable technical support in relation to the hosting services supplied to the Customer during normal business hours, unless otherwise agreed in writing.

Technical support may include, where applicable:

  - Assistance with email account configuration and connectivity issues.
  - Password resets and account recovery, subject to appropriate security verification.
  - Creation, modification, suspension, and deletion of email accounts.
  - Mailbox maintenance, including assistance with mailbox storage limits, removal of unwanted or spam emails, and general mailbox housekeeping.
  - Restoration back-ups, where back-ups are available and the Customer requests a restoration (additional charges may apply where extensive restoration work is required)
  - Basis assistance relating to domain hosting, website hosting, DNS configuration, SSL Certificates, and hosting account management.
- Femmlogic will provide technical support for websites that have been designed, developed, or managed by Femmlogic, or a third-party service provider engaged by Femmlogic on the Customer's behalf.
- Femmlogic does not provide technical support for websites, applications, plugins, themes, or custom code developed, maintained or hosted by third parties engaged

directly by the Customer, except where otherwise agreed in writing. (See "Third-Party Website Developer")

- Website design and development, website maintenance, content updates, search engine optimisation, social media management, digital marketing, graphic design, and other professional services offered by Femmlogic are separate services and may be subject to separate quotations, service agreements, or additional fees.
- Femmlogic will use reasonable efforts to investigate and resolve technical issues relating to the services it provides. Certain services rely on infrastructure, software, registries, registrars, cloud platforms, and other suppliers engaged by Femmlogic. Femmlogic will, where appropriate, liaise with the relevant supplier on the Customer's behalf.
- Femmlogic cannot guarantee resolution times or outcomes where the issue is dependent upon a third party and shall not be liable for delays or failures beyond its reasonable control.
- The Customer agrees to provide complete and accurate information regarding any reported technical issues, including details of the problem, error messages, affected services, and any recent changes made to the Customer's systems or software. Femmlogic may require the Customer to perform reasonable diagnostic steps or provide additional information to assist with identifying the cause of the issue.
- Femmlogic is not responsible for faults or issues arising from the Customer's own equipment, software, applications, networks, internet connection, or services supplied by third parties engaged directly by the Customer. Where an investigation determines that the reported issue is attributable to the Customer's own systems, software configuration, or third-party applications rather than the Services provided by Femmlogic, any time spent investigating or assisting with the issue may be chargeable in accordance with Femmlogic's prevailing rates.
- ***Support Outside the Scope of Included Technical Support***
    - Technical support is limited to the services expressly included in the Customer's hosting or support plan. Any work requested by the Customer that falls outside the scope of included technical support, including but not limited to website modifications, content updates, troubleshooting third-party software, data recovery, website migrations, consultancy, training, or other professional services, may be undertaken at Femmlogic's sole discretion and could be charged at

Femmlogic's prevailing hourly rates or in accordance with a separate quotation accepted by the Customer

- Where practicable, Femmlogic will advise the Customer in advance if additional charges are likely to apply, and where appropriate, obtain the Customer's approval before commencing such work.

- Third-Party Website Developers
  - Where the Customer engages an independent website designer, developer, or other third-party service provider, Femmlogic may, at the Customer's request, provide reasonable assistance in relation to the hosting environment under Femmlogic's control. Such assistance may include providing or resetting cPanel access, facilitating website or account transfers, enabling or configuring supported server modules or features, managing DNS or hosting settings, and other hosting-related administrative tasks.
  - Femmlogic's assistance is limited to the hosting environment and services under its control. Femmlogic is not responsible for the design, development, functionality, security, compatibility, maintenance, or troubleshooting of any website, application, plugin, theme, script, or custom code created or maintained by a third-party engaged directly by the customer.
  - Any assistance provided beyond the scope of the Customer's hosting or support plan may be subject to additional charges in accordance with Femmlogic's prevailing rates or accepted separate quotation.

Privacy & POPIA:

The Customer acknowledges and agrees that Femmlogic collects, uses, stores, processes, and protects personal information in accordance with its Privacy Policy and the applicable provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA").

Femmlogic's Privacy Policy forms part of these Terms & Conditions and is incorporated by reference. The Privacy Policy should be read in conjunction with these Terms & Conditions and is available on Femmlogic's website.

The Privacy Policy sets out, among other things:

  - the types of personal information collected by Femmlogic;
  - the purposes for which personal information is collected and processed;
  - how personal information is stored, secured, and retained;
  - when personal information may be shared with third parties or service providers;
  - the Customer's rights under POPIA, including the right to access, correct, object to, or request the deletion of personal information where applicable; and
  - the procedures for submitting privacy-related enquiries or complaints.
- By purchasing or using Femmlogic's Services, the Customer acknowledges that they have read, understood, and accepted the Privacy Policy and consent to the processing of their personal information as described therein, where such consent is required by law.
- Femmlogic reserves the right to amend its Privacy Policy from time to time to reflect changes in its business practices, legal obligations, or operational requirements. The latest version will be published on FemmLogic's website, and continued use of the Services after publication constitutes acceptance of the updated Privacy Policy.

Limitation of Liability:

To the fullest extent permitted by applicable law, Femmlogic, its directors, employees, contractors, affiliates, suppliers, and service providers shall not be liable for any direct, indirect, incidental, consequential, special, or punitive loss or damage arising out of or in connection with the use of, or inability to use, the Services.

Without limiting the generality of the above, Femmlogic shall not be liable for any:

- loss of profits, revenue, business opportunities, or anticipated savings;
- loss of sales, customers, contracts, or goodwill;
- loss, corruption, or destruction of data, websites, emails, databases, backups, or other digital content;
- business interruption or loss of productivity;
- interruption, delay, or failure of services caused by third-party providers, including data centres, internet service providers, domain registries, registrars, payment providers, cloud providers, or telecommunications networks;
- service interruptions resulting from scheduled maintenance, emergency maintenance, Force Majeure Events, cyber-attacks, power failures, or fibre outages; or
- any indirect, consequential, incidental, or special damages, regardless of whether Femmlogic was advised of the possibility of such damages.

- Where liability cannot be excluded by law, Femmlogic's total aggregate liability arising from any claim relating to the Services shall not exceed the amount paid by the Customer for the affected Service during the three (3) months immediately preceding the event giving rise to the claim.
- Nothing in these Terms & Conditions excludes or limits any liability that cannot lawfully be excluded or limited under applicable South African law.

Indemnity

To the fullest extent permitted by law, the Customer agrees to indemnify, defend, and hold harmless Femmlogic, its directors, employees, contractors, affiliates, suppliers, and service providers from and against any claims, demands, losses, liabilities, damages, costs, expenses, or legal fees arising from or relating to:

the Customer's use of the Services;

- any breach of these Terms & Conditions, the Acceptable Use Policy, or the Privacy Policy;
- any unlawful, negligent, fraudulent, or malicious act or omission by the Customer or any person using the Customer's account;
- any infringement or alleged infringement of intellectual property rights, privacy rights, or other legal rights of any third party;
- any content, data, software, websites, or applications hosted, transmitted, or distributed by the Customer using the Services; or
- any claim brought against Femmlogic arising from the Customer's use of the Services or failure to comply with applicable laws or regulations.

- The Customer accepts responsibility for all activity carried out using their account, whether by the Customer, their employees, contractors, authorised users, or any other person who has gained access through the Customer's credentials.
- The Customer acknowledges that this clause allocates certain risks associated with the use of the Services and forms a material part of the agreement between the Customer and Femmlogic.

Warranty

Except where expressly stated otherwise in these Terms & Conditions or required by applicable law, the Services are provided on an "as is" and "as available" basis.

Femmlogic makes no warranty or representation, whether express or implied, regarding the uninterrupted availability, security, reliability, or fitness of the Services for any particular purpose.

Refusal of service:

Femmlogic reserves the right to refuse, suspend, restrict, or terminate the provision of any Service where it reasonably believes that doing so is necessary to protect its business, infrastructure, customers, employees, or to comply with applicable laws or regulatory requirements.

Without limiting the generality of the above, Femmlogic may refuse to provide Services where:

  - the requested Services would violate any applicable law, regulation, or court order;
  - the Customer has provided false, misleading, incomplete, or inaccurate information;
  - the Customer has breached these Terms & Conditions, the Acceptable Use Policy, the Privacy Policy, or any other agreement with Femmlogic;
  - the requested Services are likely to be used for unlawful, fraudulent, abusive, or malicious purposes;
  - providing the Services would compromise the security, stability, or performance of Femmlogic's systems or those of other customers;
  - the Customer has outstanding or overdue amounts owing to Femmlogic;
  - Femmlogic is unable to verify the Customer's identity or payment information where such verification is reasonably required; or
  - Femmlogic is unable to provide the requested Services due to technical, operational, or commercial reasons.
- Where reasonably practicable, Femmlogic will notify the Customer of its decision to refuse, suspend, or terminate the Services and, where appropriate, provide the reasons for such action.
- Femmlogic's decision to refuse or discontinue Services under this section shall not constitute a breach of these Terms & Conditions and shall not give rise to any claim for compensation, damages, or loss, except where otherwise required by applicable law.
- Nothing in this section limits Femmlogic's rights to suspend or terminate Services under any other provision of these Terms & Conditions.

Version History

Version	Date	Changes & Initials
v1.0	2026-07-22	Initial release / current document version. (LC, CC, CG)