



Autocosmosbiz (Pty) Ltd

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“SERVICE CONTRACT, LICENSE AGREEMENT, TERMS AND CONDITIONS”

Autocosmosbiz (Pty) Ltd is a business in the automotive industry that offers catalogue services to companies in the automotive trade. Autocosmos.biz (Pty) Ltd (Autocosmos.biz) is an Information Service Provider (of the Electrolog and other Electrolog related cataloguing services). You as a Client / Advertiser / Subscriber and / or Users utilising any of our services are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your acceptance of Autocosmos.biz’ services by installing the Electrolog, using and or accepting the use of any service supplied by Autocosmos.biz in any way, is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the contract, licenses, terms and conditions as set out below.

1. USER/s

Autocosmos.biz’ services may only be used for lawful purposes. Any use of these services which violates national or international laws which may apply to Autocosmos.biz, your local jurisdiction, or any jurisdiction that you or your business may be subject to, is strictly prohibited.

A Standard Subscription to the Electrolog includes 2-Users, both licensed for that specific business premises. Any additional users on the same premises will be charged for at an additional per user rate. Companies with multiple branches will be charged a standard user rate for each branch, plus for any additional users at each branch if required.

- A. The application and data / database will remain the property of Autocosmos.biz. This includes (but not limited to) all data, information, graphic material, software and components;
- B. The application and all data may not be sold or copied and may only be used for the sole purpose of sourcing, communicating and identifying product.

2. CHARGES

- A. **Debit order**, DVD/Online subscribers will be invoiced on a monthly basis in advance for the service provided from the date of signature of the application form. A valid debit order must be submitted to Autocosmos.biz when submitting the application form, or;

- B. **Bank Transfer:** the charge for annual subscriber's is payable in full in advance by the DVD/Online subscriber to Autocosmos.biz within 21 days from the date of signature of the application form, by bank transfer, into the Autocosmosbiz (Pty) Ltd bank account, the details of which will be provided on request, or;
- C. **For Online Subscriber Registration payments by Credit Card** (for the period required: 6 or 12- months in advance). **Bluehook (Pty) Ltd is responsible for Autocosmosbiz (Pty) Ltd's online platform and credit card collection payments made online.**
- i. Access to the Electrolog Online is immediate after payment or in certain unforeseen circumstances where there was an error in accessing the system, within 24 working-day-hours of the payment.
 - ii. Customer Privacy Policy: Bluehook (Pty) Ltd shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:
http://www.polity.org.za/attachment.php?aa_id=3569
 - iii. Payment may be made via Visa, MasterCard, Diners or American Express credit cards.
 - iv. Credit card transactions will be acquired for Bluehook (Pty) Ltd, on behalf of Autocosmosbiz (Pty) Ltd, via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
 - v. Customer details will be stored by Bluehook (Pty) Ltd separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za
 - vi. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).
 - vii. Bluehook (Pty) Ltd takes responsibility for all aspects relating to the transaction including services sold on this website.
 - viii. An invoice will be made and emailed to the company from Autocosmosbiz (Pty) Ltd when payment is made.
 - ix. **Bluehook (Pty) Ltd** Company details:
Address: 4 Thyme Place, Boardwalk Manor, Olympus, 0043
E-mail: john@bluehook.co.za
Tel: +27 (0)82 4644582
Contact: John Keramianakis (Director)
- D. If paying by debit order, a rejected debit order will accrue an additional handling fee of R150 to the outstanding amount.
- E. Bank or any other charges, for any currency conversion costs and / or any duties related to paying for Autocosmosbiz' services, will be for the clients account. This will be charged to the client according to the average, cost for these fees, for that region/country.
- F. Interest at the prevailing prime lending rate as offered by South African Bank of Athens will be charged on all overdue accounts.
- G. Debit orders (12/24 month contracts) or bi-annual, annual and relative credit card payment options in advance, are the only forms of payment accepted.

- H. The database and execute file on DVD or online may at times need to be changed or updated and the medium of getting the material, be it downloading from the internet (regular and special updates) or sending a DVD (major changes and / or updates too big to post on the internet) by mail / courier will be at the cost of the subscribers (the actual DVD itself or the update files available on the Autocosmosbiz internet server with the changes and / or updates will be at no additional cost to subscribers).
- I. **The number of users for a Standard account is 2-Users.** Any users over and above the standard 2-users will have an additional charge per user. If it is found that a client is running more users than agreed upon or being charged for, Autocosmos.biz reserves the right to charge for the additional user's future usage and the client will be charged for the past months the users were activated for which no payment was received.
- J. Supplier / Manufacturer advertising, catalogues in hardcopy or online format or any other special services are charged to the Suppliers as per quote and project when needed. See **16(C) – General Charges (basic)** for more information.
- K. Cost on the scale as between attorney and client shall be payable on any account handed over to our lawyers for collection or any other actions taken against a client.
- L. Autocosmos.biz reserves the right to adjust all service charges relative to market and inflationary changes, market related trends, unforeseen economic circumstances and / or structural changes. No monies can be returned, if the product is not to the client's satisfaction he / she has the remedy of terminating the contract with one month's notice. The Electrolog and all services are supplied as is. All systems, applications, files, content, data, specifications, information and pictures in any form or service remain the property of Autocosmos.biz under license.
- M. **Trial Accounts / Registrations (Online Electrolog Only).** All SERVICE CONTRACT, LICENSE AGREEMENT, TERMS AND CONDITIONS apply, except the commitment to pay, till the trial period is over. A trial period is set at 30 days (or 100 searches where applicable). The trial period cannot be extended or renewed. At the end of the trial period the service will stop working and payment needs to be made to continue using the service. Misuse of this facility will result in payment being demanded.
- N. **Return and Refunds policy for DVD and Online users:** A trial version is available prior to subscribing to the Electrolog Online. No Refunds will be made once the subscription has been paid. Autocosmosbiz (Pty) Ltd guarantees a 90% up time and availability to the Electrolog Online.

3. TERMINATION

The agreement shall continue indefinitely, subject to a minimum period of 12 months and shall be terminable on the expiry of one calendar months' written notice given by either party to the other, after which all components, media, pictures, software, applications and related products of Autocosmosbiz Electrolog must be removed from all PC's / Notebooks / machines.

4. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Autocosmos.biz from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting directly or indirectly from your use of the service which damages either you or any other party or parties without limitation or exception. This 'indemnification and hold harmless agreement' extends to all issues associated with your account.

5. REFUSAL OR DISCONTINUANCE OF SERVICE

Autocosmos.biz reserves the right to refuse or discontinue all or part of the service without prior notice to anyone if you engage in any conduct or activities that Autocosmos.biz in its sole discretion believes violates any of the terms and conditions in this agreement. Autocosmos.biz shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

6. NO WARRANTIES

Autocosmos.biz makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose.

No advice or information given by Autocosmos.biz or its agents or employees shall create a warranty. Autocosmos.biz provides no warranty that the service will be uninterrupted, error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Autocosmos.biz be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

If you are dissatisfied with any of Autocosmos.biz' services or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

7. IDENTIFICATION INFORMATION

You agree, as the person legally responsible for this account, to supply Autocosmos.biz with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current.

8. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the systems and / or services, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorised for, and impairing the availability, reliability, or quality of service.

You further agree not to try to reverse engineer any proprietary software installed / used on your system/s or to copy the database and / or any information provided in our services to you.

You will not attempt any unauthorised access.

You agree to adhere to system policies, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Autocosmos.biz.

You agree to abide by any and all future Autocosmos.biz policy decisions.

9. ELECTROLOG AS A COMMUNICATION MEDIUM

The whole Concept behind the Electrolog is to create a "Communication Medium" in the industry.

The Electrolog is a Source of Reference and not a Catalogue of one particular Supplier. All "OE / Manufacturer / Vehicle" Names, Information, Pictures and Part numbers are used for reference purposes only.

The User's Brand and / or Supplier Purchasing Preferences are at his / her discretion.

Autocosmos.biz remains the owner of all forms of data, images and information inserted into and encompassed in the Electrolog and all its cataloguing services offered to all its subscribers, advertisers and clients.

10. BACKUP OF DATA

Your use of the service is at your sole risk. Autocosmos.biz is not responsible for any of the users personal or business files and or any data residing on their computer system as well as any data relating to their account, login, usage, orders, quotes, etc. residing in any of the systems or services provided.

11. COPY OF MATERIAL

You agree not to copy any of the material contained in any of the systems or services supplied by Autocosmosbiz in any form. Copying any part or part of the application, services, catalogues, system, mechanisms or any information, pictures, specifications, file or files supplied by any of Autocosmos.biz cataloguing services is not permitted and will constitute a breach of contract; which will result in the immediate termination of the service / s and may lead to legal action being instituted against you.

12. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with Autocosmos.biz or any agent or representative thereof, and constitutes the complete and total agreement between the parties. It is the responsibility of the client / user to check for the latest

SERVICE CONTRACT, LICENSE AGREEMENT, TERMS AND CONDITIONS that apply on our website in the downloads section.

13. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

14. AUTOCOSMOS.BIZ EMPLOYEES

You agree not to entice or encourage any staff member of Autocosmos.biz to take up employment with your company, any other company or any company related to the Directors / Partners / Members / Owners.

15. AUTOCOSMOS.BIZ COMMUNITY

By subscribing to Autocosmos.biz' Electrolog or any other related services, the subscribers become a member of the Autocosmos.biz Electrolog community of users, contributing parts information, data, technical information, pictures, etc. to the Electrolog and all other services provided by Autocosmos.biz. All data contributed from subscribers, users and advertisers towards the Autocosmos.biz database remains the property of Autocosmos.biz and is only available to Autocosmos.biz subscribers, users and advertiser's in the form of the Electrolog application. There are however special services available to advertisers in the Electrolog. See section 16.

In addition, any information, in whatever format, supplied by Clients, Users, Advertisers, Suppliers and / or Manufacturers that is inserted into the Electrolog, becomes and remains part of the Electrolog and the property of Autocosmosbiz. The Electrolog Application, all Data, all Components and Contents are protected by copyright laws and treaties.

No contributed data or information in any format whatsoever is or will ever be removed from the Electrolog system when a subscriber, data contributor or advertiser ceases the services of Autocosmos.biz (Pty) Ltd. All data supplied remains the property of Autocosmos.biz.

16. ADVERTISING AND SPECIAL SERVICES

- A. Any company can advertise their products in the Electrolog, as long as they are a training facility, supplier, distributor, manufacturer or workshop in the automotive trade; and a registered company with an established presence in the industry.
- B. Advertisers in the Electrolog will always be listed, in an item or under the Suppliers section, by their Company or Trading Name only (Not by brand name, unless the brand name is the company or trading name or the brand name is the only way of distinguishing the range of products with no other / competing suppliers or manufacturers supplying or manufacturing that product, range, type or model). Autocosmosbiz will have the final decision in cases that are unclear, with the assistance of no less than any of its 3-Advertisers (chosen at Autocosmosbiz' discretion) under advisement.

- C. General Charges (basic):
- i. An initial Start-up fee for setting up a new supplier is applicable. This encompasses the initial marrying and insertion of the Advertisers Data and Profile into the system.
 - ii. A monthly fee is charged for advertising and the maintenance of data inserted / married thereafter.
 - iii. Any additional large projects at a later stage like: complete range changes, new range additions, advertiser part-number-structure changes, etc. will be subject to charge and quoted on for approval.
 - iv. Publishing catalogues and sharing information in the various formats and mediums are charged for in the form of a "license to use" and quoted on as and when requested.
- D. The "One-Page" profile of the advertiser under the "Suppliers" section of the Electrolog is the Advertisers responsibility. Any changes and / or amendments to the profile required, must be done at the advertiser's expense and forwarded to kg@autocosmos.co.za. A nominal handling fee will be charged for updating the profile.
- E. Data needs to be supplied in an agreed format to reflect the advertiser's products for marrying and / or insertion into the Electrolog. Data can include: Pictures, Spec Diagrams, Supplier number to OE / Manufacturer / Industry Cross Reference number lists, Bill of Materials lists, Vehicle Applications, Engine Types, Specifications, etc. Autocosmosbiz will be granted access to product for photos and measurements when and deemed necessary.
- F. Autocosmos.biz reserves the right to publish catalogues, in any medium, using any of the information in the Electrolog database, for Advertisers in the Electrolog. **Catalogues can only be published for existing advertisers in the Electrolog.** The advertiser must have contributed substantially to the Electrolog and have been an advertiser for no less than 12 months or have taken a 24-month Advertising contract paid in advance before this service can be offered. Any catalogue published from the Electrolog for an Advertiser, is a license issued to that Advertiser, to only use the Catalogue published, in the format it was delivered in.
- i. Any form of published Catalogue, be it Hardcopy book, CD, DVD, PDF, online Catalogue or any other form, using the Electrolog data, that is supplied as a service to any of the advertisers or clients of Autocosmos.biz; **may only be used, distributed and / or viewed in the exact specific medium and format it was created in by Autocosmos.biz for that advertiser or client.**
 - ii. The information in any of the afore mentioned publication mediums, be it: data, pictures and / or any information housed in the relative publication, **may not be used to publish or create any other marketing, external or internal data reference, catalogue or information base by the advertiser or client** (or any other related / unrelated parties) **it was published for.**
 - iii. In addition, for an Online Catalogue for an Advertiser, this is hosted and maintained by Autocosmosbiz. A URL / website link is given to the Advertiser to give its clients access to the online catalogue directly from the Advertisers website. The website is branded with the Advertiser's logos and contact details. The online catalogue does not have all the functionality available in the Electrolog. The data becomes part of the Electrolog and is then owned by Autocosmosbiz. A monthly payment for hosting the site and maintaining the data is charged. This amount is added to the monthly advertising fee. At termination of this service, Autocosmosbiz has no responsibility

of handing over or setting up any data that was published in the online catalogue for the Advertiser.

17. DOMAINS: AUTOCOSMOS.BIZ, AUTOCOSMOS.CO.ZA, ELECTROLOG .CO.ZA, ELECTROLOG.COM, ELECTROLOG .BIZ & BLUEHOOK.CO.ZA AND OTHERS AS AND WHEN ANNOUNCED.

Access to the sites can be divided into supplier, public and member's sections and accessible depending on its purpose and relative services provided to users, advertisers and / or clients by Autocosmos.biz.

The Electrolog is for registered and paying subscribers / users only.

Advertisers using any of the online catalogue services offered by Autocosmos.biz, reserve the right to authorise access to its clients (using a Login) unless it is in the form of a public medium.

All the above and related sites are owned by Autocosmos.biz, remain the property of Autocosmos.biz and can be changed, modified, updated, linked to other sites, or as deemed necessary in the interest of all its subscribers and advertisers without prior notice.

Autocosmos.biz cannot be held accountable or responsible for a break in service of any of these sites or services whatsoever, for example: internet outages / glitches, technical problems, system failures, updates from operating system developers / providers, any third party service provider, etc. We will always endeavour to have our services running efficiently 24 / 7. It is not our will nor in our interest to have a break in service, EVER... If it does happen, please let us know, please be patient and know that we are doing everything we can to resume the service as soon as possible ☺

18. TERMS, CONDITIONS AND LIMITATIONS

Autocosmos.biz encompasses the Electrolog, related websites, materials included with the subscription package and any other special and / or cataloguing services supplied. Although Autocosmos.biz has gone to great lengths of ensuring that the information, pictures, specifications and data that has been supplied is correct, Autocosmos.biz cannot be held responsible for any loss, damage or any consequences whatsoever resulting from any errors or omissions.

It is the user's responsibility to confirm the item/s identified in Electrolog are correct before ordering, using or supplying an item. The Electrolog is to be used as a guideline to sourcing parts. The final decision and responsibility to order, supply or use the part falls on the User and Autocosmos.biz (Pty) Ltd is not liable and responsible for any claims or consequential damage therefrom. All specifications, technical information, pictures, original vehicle manufacturer / OE names or equipment names, original vehicle manufacturer / OE numbers or equipment numbers, references to alternative parts and industry / supplier numbers are used for reference purposes only.

For a DVD-User, Each User license is for a single computer. For each user license, an Activation Key will be supplied for that computer. Access to the application from another computer on a network / online / VPN etc. not permitted unless the other computer accessing the application is itself licensed to use the Electrolog. (2-users are included in a standard account – additional users can be added when needed at an additional cost per user, per month).

For an Online-User account, each license is valid for a Single User. A username and password will be allocated to each User and can be used by that User on multiple devices. (2-users are included in a standard account – additional users can be added as and when needed at an additional cost per user, per month).

Autocosmos.biz is not responsible for any loss of data, information, functionality, resources, faults or any software or hardware failure on a client's computer. Back-ups are the responsibility of the client, not Autocosmos.biz.

Autocosmos.biz reserves the right to refuse any products and or services to past or present clients if it deems necessary in the case of, for example, client negligence or malicious actions towards Autocosmos.biz or its products and services.

Copying of any information, files, systems, pictures or any part of the autocosmos.biz Electrolog or related sites and materials included with the subscription is not permitted.

Username and Password access to the Electrolog or any member's section of the Autocosmosbiz websites or domains is reserved for the use of subscribers and authorised users only.

DVD Installation (DVD Users only):

Please read carefully before installing: You must follow the Setup Installation Instructions in the booklet supplied with and on your Setup / DVD Carefully. Autocosmos.biz cannot be held responsible for damage to your system or system errors that may occur if you do not follow these instructions carefully.

Note: Make sure you always do back-ups of your computer before installing any software. Like any installation of software, do not attempt cancel the set-up procedure while it is running. This may cause damage to critical system files. Wait for the setup procedure to run its process. The database is large and can take some time to complete. Please be patient.

If one tries to cancel the setup during the installation, certain files are in the process of being modified and / or updated and could result in them being corrupted. This could cause conflict within or damage to the operating system. Follow the instructions carefully and no problems with the setup should arise.

Very Important: Make sure the date and time of your computer is set correctly BEFORE loading the Electrolog on your computer.

Any attempts to change the date forward or back will result in the shutdown and denial of access to the Electrolog. Reactivating the Electrolog after this could require a technician to come out and reactivate the Electrolog. You will be billed to cover the costs of having the Electrolog reactivated. Make sure that all users of the computer are made aware of this.

19. ORDERS AND QUOTES FACILITY (BUYER ACCOUNT ON DVD)

Autocosmosbiz has services where a basket of products can be sent to an Advertiser / Supplier for Order or Quote. If the Orders and Quote facility is used, the User understands the responsibility and has authority to do so. The User is liable, responsible and uses this facility at his / her own risk.

Autocosmos.biz cannot guarantee the delivery of emails sent by the Electrolog and cannot be held responsible for any e-mails not sent and or delivered to the addressee or consequences of e-mails not sent and or delivered to the addressee from the system whatsoever. Autocosmos.biz can also not be held responsible in any way whatsoever for any parts delivered, ordered or quoted on, that may be incorrect, damaged, erroneous or result in any consequential damage.

20. ADDITIONAL TERMS AND CONDITIONS TO BE AWARE OF WHEN USING THE ELECTROLOG

All product information, including and not limited to: measurements, specifications, descriptions, images, vehicle applications, engine types, OE / manufacturer, Supplier and popular names, OE / manufacturer, Supplier and popular numbers, etc. are used for reference purposes only.

At all times, the user should always confirm that the item required or to be supplied is correct by communicating with the client / supplier using the part numbers, pictures, measurements, information, specifications displayed and comparing it to the sample or item needed in hand. It is up to the users of the Electrolog to confirm that the item is correct by using all means possible before supplying or purchasing any item. The Users need to confirm the relative item by using and / or communicating through the pictures, measurements, information and specifications displayed is the same as the sample and that it is for and meets the specifications of the application of the item required.

Please Note: Bill of materials, or sub-components lists linked to items or units, are based on OE / Manufacturer numbers of a unit / item and may not always be for the unit / item's picture displayed. Please ensure that you confirm the items in the Bill of material are the same as the ones required before purchasing or supplying.

We have also introduced a reference to the countries an item is available in. This feature is intended as a "guideline only" for users of the Electrolog. This information is gathered from all suppliers in various regions of the world and populated from the information supplied. If the item does not have a relative country displayed, it does not mean it is not available in that country, it just means that item cannot be married to that country as yet or is still in process of being married from supplier's data in that country. All references to a part being from a specific country must be confirmed by the user. As mentioned above: This feature is intended as a "guideline only" for users of the Electrolog.

Although, we at Autocosmosbiz (Pty) Ltd, have gone through great lengths to marry all data housed within the Electrolog, with industry reputable information providers and suppliers / manufacturers with OE / manufacturer numbers cross references, as accurately as possible, we cannot be held responsible or liable for any errors or omissions and any repercussions or consequential damages whatsoever therefrom.

The licensing, terms and conditions change as the services and products change and develop with each update and different mediums of cataloguing released. The latest terms and conditions will always be available on the Autocosmos.biz website for download under the "Downloads" section on our website, Website: www.autocosmos.co.za. Please contact us, for us to send you a copy or direct you to a link if you have any problems on E-mail: kg@autocosmos.co.za.

Installing, registering or logging in to the Electrolog, serves as confirmation of your authorised acceptance of the contract, licensing and terms and conditions for using the Electrolog DVD, any of the Electrolog licensed online versions and /or any other catalogue services/mediums provided by Autocosmosbiz.

At termination of the service contract or any services - the subscription, all services, materials, applications, accessibility, etc. that is included with the subscription or service by Autocosmosbiz is to be ceased, any materials, booklets, information, etc. returned and all applications uninstalled from the relative computers / note books.

Any of Autocosmosbiz Applications / Utilities with all its contents is supplied under the condition that it is to be used on Licensed Operating Systems only.

Note: Although Autocosmos.biz has gone to great lengths to protect its server from malicious third parties, Autocosmos.biz cannot be held responsible for any security breaches over the internet. Whether it be stored or in any other form of data / information being sent / received on the internet.

21. THE ELECTROLOG NUMBER

The Electrolog number is owned by Autocosmosbiz and is available for the industry to use. The Electrolog number has become an industry referencing number. Using the Electrolog number as a part number for your system and / or company is permitted with certain conditions, see below.

Maintenance of existing Electrolog numbers, and generating a new Electrolog number with the Electrolog number structure, is administered and processed by Autocosmosbiz only.

Autocosmosbiz' Electrolog users, clients, advertisers are not permitted to create new Electrolog numbers without the assistance and permission of Autocosmosbiz. These numbers are maintained and processed in a controlled environment within the Electrolog database, solely by Autocosmosbiz, to avoid unnecessary confusion in the industry.

- a. If the Electrolog number is used by a client, company, advertiser or user for an item, the number needs to represent and be for that exact item it represents in the Electrolog (If the item is a replacement, different brand and / or manufacturer, but is for the same application, it must be stated - An alternative number might be available, check Alternatives in an item in the Electrolog; or a new Electrolog number might need to be issued by Autocosmosbiz. In the latter case see 21b just below).
- b. If the Electrolog does not have an Electrolog number for an item, the Electrolog number structure cannot be used to create a new Electrolog number by the client, company, advertiser or user. Autocosmosbiz needs to be informed of an item that needs to be added to the Electrolog and an Electrolog number will be processed, created and issued by Autocosmosbiz for that item after it has been researched and found to be needed (It might already exist under other numbers).
- c. There are no, and there will never be, "exact duplicate" Electrolog numbers. The Electrolog number will always be for one specific and exact item. If found otherwise, Autocosmosbiz will amend the information accordingly.
- d. Electrolog numbers can be deleted and / or superseded by Autocosmosbiz in certain circumstances and when deemed necessary.
- e. Where the Electrolog Number clashes with other Suppliers and Manufacturers part numbers using the same type of number structure, The Electrolog has an Electrolog number search that will only pick up and return items with those specific Electrolog numbers.

22. CUSTOMER PRIVACY POLICY

Autocosmosbiz (Pty) Ltd shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569

23. COUNTRY OF DOMICILE

This website is governed by the laws of South Africa and Autocosmosbiz (Pty) Ltd chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature,
212 Soutter Street, Pretoria West, Gauteng, 0183, South Africa.

24. VARIATION

Autocosmosbiz (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

25. I AGREE...

As the authorised person responsible for Autocosmosbiz' services in my company, I have read and accept and / or have passed the right to read and accept the following to the User or allocated User.

I, the Client / Subscriber / User (authorised and representing my company or employees and other users of services offered by Autocosmos.biz), agree to all the "SERVICE CONTRACT, LICENSE AGREEMENT, TERMS AND CONDITIONS" set out above.

Under the terms of this agreement, your acceptance of Autocosmos.biz' services, by installing/logging in to the Electrolog, using and or accepting the use of any service supplied by Autocosmos.biz in any way, is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the contract, licenses, terms and conditions as set out above.

A note to you, our Client:

This is our account service contract, license agreement, terms and conditions. It is fairly standard legalese and necessary to protect all role players, including our clients, in an international market. Like all of our policies, the contract is designed to maximise the efficiency and quality of our service to all our clients.

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Should you require any further assistance or information please do not hesitate to contact us?

Autocosmosbiz (Pty) Ltd

Registration Number: 2002 / 021120 / 07
VAT Number: 428 021 7532
Address: 212 Soutter Street, Pretoria West, Gauteng, 0183, South Africa.
Tel: +27 (0) 12 327 6210
Fax: +27 (0) 12 327 6211
e-mail: kg@autocosmos.co.za.
Managing Director: Kyriakos C. Gregoriou

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