

Service Contract, Licenses, Terms and Conditions.

Autocosmos.biz (Pty) Ltd ('Autocosmos.biz') is an Information Service Provider (Electrolog). Clients using 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 is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below.

1. USER

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.

Any information in whatever format inserted into the Electrolog becomes and remains part of the Electrolog and the property of Autocosmosbiz. The Application and Data and all Components and Contents and are protected by copyright laws and treaties.

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 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/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. Monthly subscribers will be invoiced on a monthly basis in advance for the service provided from the date of signature of the application form or;
- B. A valid debit order must be submitted to Autocosmos.biz within 7 days of placing the order or;
- C. The charge for annual subscriber's is payable in full in advance by the subscriber to Autocosmos.biz within 21 days from the date of signature of the application form.
- D. Autocosmos.biz reserves the right to adjust service charges relative to market and

inflationary changes.

- E. A rejected debit order will accrue an additional handling fee of R100 to the outstanding amount.
- F. Interest at the prevailing prime lending rate as offered by Nedbank will be charged on all overdue accounts.
- G. Debit orders (24 months), annual and bi-annual payments in advance are the only forms of payment accepted.
- H. The database and execute file may at times need to be changed or updated and the process of getting the material, be it downloading from the internet (regular and special updates) or sending a CD (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 CD itself or the update files on the autocosmos.biz's internet server with the changes and/or updates will be free of charge to subscribers).

3. TERMINATION

The agreement shall continue indefinitely, subject to a minimum period of 24 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 Autocosmos.biz's Electrolog must be removed from all PC's/Notebooks/Servers/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 indirectly from your use of the service which damages either you, Autocosmos.biz, 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 or 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 Autocosmos.biz' service 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 system, 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 propriatry software installed on your system/s or to copy the database provided. 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. The Electrolog isa 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.

10. BACKUP OF DATA

Your use of the service is at your sole risk. Autocosmos.biz is not responsible for files and data residing on your computer system.

11. COPY OF MATERIAL

You agree not to copy any of the material contained in the system. Copying any part or part of the application system or any information, mechanisms, pictures, specifications, file or files strictly prohibited and will constitute a breach of contract which will result in the immediate termination of the service and may lead to legal action being instituted against you.

12. PRIOR AGREEMENTS

This agreement supercedes 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.

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, the subscribers become a member of the Autocosmos.biz'electrolog community of users, sharing parts information, data, technical information, pictures, etc. In the interest of all its subscribers, all data contributed from subscribers and advertisers towards the Autocosmos.biz database is available to all subscribers in the form of the Electrolog application and remains the property of autocosmos.biz. No contributed Data is or will ever be removed from the system when a contributor or advertiser ceases the services of Autocosmosbiz (Pty) Ltd.

16. AUTOCOSMOS.BIZ (AUTOCOSMOS.CO.ZA, ELECTROLOG.CO.ZA & ELECTROLOG.BIZ)

Access to the sites is divided into public and members sections. The subscribers will have access to and the benefit of using the members section. All the above sites are owned byAutocosmos.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 without prior notice.

17. Binding Documentation Supplied with the CD/DVD.

The Following is supplied with the CD/DVD and forms part of this contract:

Terms, Conditions and Limitations: Autocosmos.biz encompasses the Electrolog, related websites and materials included with the subscription package. 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 consequences resulting from errors.

It is the users responsibility to confirm the item/s identified in Electrolog are correct before using or supplying the item. Electrolog is to be used as a guideline to sourcing parts. The final decision and responsibility to use the part falls on the User and Autocosmosbiz (Pty) Ltd is not liable and responsible for any claims or consequential damage therefrom. All specifications, technical information, pictures, original vehicle manufacturer-names or equipment-names &, or -numbers, references to part alternatives and industry numbers are used for reference purposes only. Each User license is for a single computer. For more than one user licenses, a CD and serial code will be supplied for each user's computer. Access to the application from another computer on a network prohibited unless the other computer accessing the application is itself licensed to use the Electrolog.

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.

Autocosmos.biz reserves the right to change subscription fees according to market related trends and unforeseen economic circumstances, be it up or down. 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 is supplied as is. All systems, applications, files, content, data, specifications, information and pictures remain the property of Autocosmos.biz under license.

Copying of any information, files, systems, pictures or any part of the Autocosmos.biz' Electrolog or related sites and materials included with the subscription strictly prohibited. Password access to the member's section of the website reserved for the use of subscribers only.

I, the Subscriber has signed and agrees to the conditions, terms and limitations of the service contract and will not tamper with and change the dates and times on my computer and understand that this will result in the denial of access to the Electrolog. At termination of the service contract, subscription,

All services, materials, applications, accessibility, etc that is included with the subscription to the Electrolog is to be ceased, any materials, booklets, information, etc returned and all applications uninstalled from the relative computers/note books.

The Utilities CD with all its contents is supplied herewith free of charge and is to be used on Licensed Operating Systems only.

Please read carefully before installing:

You must follow the Setup installation Instructions in the booklet supplied with your Setup CD 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. Suggestion Load the application after-hours. The reason for this is due to the size of the database and application the process takes a while to complete.

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 requires 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.

Note: Although Autocosmosbiz has gone to great lengths to protect its server from malicious third parties,

Autocosmosbiz cannot be held responsible for any security breaches over the internet. Whether it be stored or any other form of data/information being sent/received on the internet.

A note to you, our Client:

This is our account service contract. 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 for all clients.

Note: 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.

If a Buyer Account is Created 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. Autocosmosbiz 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. Should you require any further information please do not hesitate to contact Kerrie Gregoriou on:

Tel: +27 (0) 12 327 6210, Fax: +27 (0) 12 327 6211 or e-mail: kg@Autocosmos.biz.

Additional Terms and Conditions to be aware of when running the Electrolog... In an item's "Item Details" tab (at the bottom) there is an important Note that needs to be understood and accepted by the user. It is binding just as is all other terms and conditions set out Above:

All product information, descriptions, photographs, OE/manufacture and popular numbers, vehicle and engine references, etc are used for reference purposes only.

Please Note: Bill of materials, or sub-components lists linked to items or units, are based on the OE/Manufacturer numbers of a unit/item and may not always be for the unit 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.

At any time you should always confirm any item required or to be supplied by using the pictures, measurements, information and specifications displayed. It is up to the user of the Electrolog to confirm before supplying or purchasing any item that it is correct, using whatever information is provided.

IE, you can confirm items by using and/or communicating through the pictures, measurements, information and specifications displayed.

Although, we at Autocosmosbiz (Pty) Ltd, have gone through great lengths to marry all data housed within the Electrolog with reputable cross reference, supplier and OE/manufacture numbers 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 can change as the services change and products develop with each update and format of cataloguing is released. The latest terms and conditions will always be available on the Autocosmosbiz website for download under the downloads section. 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. By Installing and registering the Electrolog, this will be the confirmation of acceptance of the contract, licensing and terms and conditions on the DVD and the website as on that date.