

# General terms and conditions

The use of services from uHostAfrica constitutes agreement to these terms.

In this document: uHostAfrica refers to it's members, employees, suppliers, associates, additional domain names used for business, subsidiaries, sister companies and other business operations.

## 1) Support

We will endeavor to provide a continuous high quality service. If you experience problems with your service, you should consult our support team on [support@uhostafrica.com](mailto:support@uhostafrica.com) or by using the support center <https://www.uhostafrica.com/clientzone/submitticket.php>

We may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime and unplanned downtime is available on our website

## 2) Service abuse and spam policy

We reserve the right to terminate your hosting account if it is found that the resources made available to you are being abused.

This includes, but is not limited to the following:

- Spamming
- Sending unsolicited mail.
- Providing file storage services.
- Providing email services via your website be it newsletter sending or services like gmail.com and hotmail.com.
- Scripting that utilises more than 20% of a server or node's memory, storage, processing resource, I/O at any one time.
- Hosted services that cause the general performance of our servers or nodes to degrade.
- Offensive conduct / content.
- Illegal or other unacceptable content as outlined in 17)

uHostAfrica does not condone spam being sent from our servers - if it is found that a site is sending out spam emails regardless of how it is done (scripts, SMTP, contact form header injection etc) uHostAfrica will suspend the customers account until assured it will not continue. We may request that you get your own IP address for outgoing mail, at a cost of \$10 per month, if you or your account spams. This measure is in place to protect the integrity of our shared IPs and the mail of our other customers on the machines. Repeat offenders will be irreversibly terminated.

Should you infringe this policy, you will be held liable for any costs incurred by uHostAfrica.

## 3) Correspondence

Customers are required to have a valid email address on file at all times. Details can be updated online at <https://www.uhostafrica.com/clientzone/>  
All communication from uHostAfrica will be done via email. When we send an email, it is deemed that delivery of the said email has reached the recipient.

If in the event that your email address on file does not work, you may use our support system at <https://www.uhostafrica.com/clientzone/submitticket.php>  
Where you can use your billing username and password to gain access to technical support.

Requests for new orders or services for existing clients can be done over our clientzone Portal <https://www.uhostafrica.com/clientzone>. You may be required to validated yourself as the account holder before the request is actioned. Only email from the valid billing email address will be taken as a valid request and actioned.

#### **4) Reselling of Services**

Customers may resell all of our services.

Customers are directly responsible for all services they/we provide to their clients. uHostAfrica will not support your end users directly. We are not liable to them or you for any damages they or you may suffer.

#### **5) Contract Period**

You may cancel your account with us at anytime: VPS's and Cloud services will require a cancellation notification period of 30 days. You will be billed for those additional 30 days. Customers will not be entitled to a refund of any prepaid amounts: Therefore if you cancel midway into your prepaid period, you will not be entitled to a refund for the unused portion that you paid / signed up for. Service termination will happen at the end of your billing term unless otherwise stated: provided all amounts owed to us are paid. If there is still an outstanding amount, the account will continue to be billed until the account is settled and the cancellation request is resent and accepted by uHostAfrica.

#### **6) High resource use policy**

Resources are defined as bandwidth, processor utilization, memory, disk space, bandwidth and IO

uHostAfrica may implement the following policy to its sole discretion:

When an account is found to be adversely affecting the performance of a server, uHostAfrica reserves the right to suspend or throttle that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers and to ensure that other users on the same server get a fair share of the hosting resources. Customers may be offered an option whereby uHostAfrica continues hosting the website for an additional fee.

#### **Hosting resource limits per account/domain:**

If your hosting accounts resources have recently upgraded on our product-offering page, you must request that your resources match the new offering should they not match. Though every effort would be made to adjust old clients packages to match the new resource offerings, this cannot be guaranteed. No claims or refunds will be entertained due to this.

#### **7) Payment policies**

All accounts are set up on a prepay basis. Although uHostAfrica reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment: every 1, 3, 6, 12 or 24 months depending on the hosting plan you choose.

All payments are in United States Dollars. Any Paypal payments will be converted to USD using the governing exchange rate on the day of receipt.

Payment must be made no later than 7 days from date of invoice.

Customers will automatically be charged again at the end of their prepay period unless a closure / cancellation notification has already been sent to us via email which must be confirmed and acceptance via a return email from us.

If you pay by credit card or debit order it will be charged automatically on, or, shortly after the 1st or 15th of the month. Depending on your chosen processing date as selected in the online billing portal. The default is the 1st working day of the month.

In situations where the card number or debit order details on file are declined; it is the responsibility of the client to make payment via other means as we will only process the card again the following month. Services will then be at risk of being suspended / terminated.

It is the clients responsibility to keep their account up-to-date, and to pay all invoices within the stipulated payment period. It is also your responsibility to keep yourself informed of the amounts owing.

The customer is responsible for all money owed on the account from the time it was established to the time the customer cancels the product from within the billing system.

There will be an administration fee of USD\$5 on all unpaid debit orders and credit card transactions. (insufficient funds/invalid account number etc)

A credit balance on your billing account, will be automatically used to pay for unpaid invoices from oldest to newest. You also have the option of manually assigning credit to invoices within the billing system.

#### **Suspension and removal of account(s) due to non-payment:**

A service will be suspended if the invoice pertaining to the service is not paid within 7 days of the invoice being issued.

Additionally, a fee of USD\$5 will be levied per cPanel restore. Additional item restores will be quoted on before hand. This fee is dependant on the availability of the account backups. We may ask the client to provide a cPanel backup of the account for us to restore, if no backup is available with us.

A service will be cancelled and all relevant hosted data removed if the invoice pertaining to the service is not paid within 45 days of it being issued. This means that all the accounts data will be removed from our servers as well.

If one of your services with us is currently suspended because of non-payment, and you have corrected this by making full payment to your account (full payment is when you bring the account balance to zero or you're in credit with us). Then you will need to email [accounts@uhostafrica.com](mailto:accounts@uhostafrica.com) in order to have the account unsuspended.

If there is an amount owing on your account (unpaid invoices) for longer than 60 days, the account will be deemed inactive and the entire account and all services related to it will be removed from our systems. Data, hosting accounts, domains etc.

#### **Invoices, PayPal payments:**

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email.

New orders will need to be paid for before they are setup, you may pay the relevant invoice via our online credit card gateway; accessible via the online billing system.

Payments made via PayPal will be subjected to additional fees such as, conversion fees (from currencies other than Dollars (paypal)). These additional costs will be for the clients account.

#### **8) Domains**

The client is welcome to register domains by themselves and have them hosted with us.

If a domain is under our administration: we will issue an invoice for the registration and renewal of the domain.

All domains registered by us are registered on behalf of the client and will be the property of the client provided their account is in good standing. We reserve the right to 1) refuse the transferal of a domain or 2) delete the domain from the registrar should your account be in arrears and be deleted from our system.

An indication of a domain name being available during the order process is no guarantee that it will be secured for the client. As there is no guarantee that the domain checking script is accurate due to variations in DNS records, or the domain name may be registered by another party between the time of checking and our request going through to the registrar.

We will not vote for a transfer/update of a domain name (co.zw in particular), this needs to be done by the registrant's email.

**Domain names that are not renewed due to it's corresponding renewal invoices not being paid by the renewal date, will fall into a redemption period. If the domain is then renewed, while in the redemption period, the following fees will apply. co.zw domains will be redeemed at USD\$20. All other domains will be redeemed at the quoted rate which will fluctuate due to the exchange rate. The redemption fee includes the following years registration fee.**

**Please take note: Domains may not be renewed on the day of it's invoice being paid - this is due to capturing/admin delays, therefore we send out renewal invoices/reminders 14 days to 2 months before the domain expires or goes into a redemption period., this allows enough time to get the domain renewed.**

**Please ensure that you make payment for a domain renewal 7 days before the domain is set to expire or go into redemption. Failing this; your domain may go into redemption. Which will incur additional fees to redeem. Additionally the domain may be deleted and available for others to register.**

#### **9) Accounts on servers- Housekeeping**

If an account is setup on a server, and the domain's www A or MX record is not pointing to the server - we reserve the right to remove the account from the server.

#### **10) Payment options**

uHostAfrica currently runs the following payment methods.

Credit / Debit Cards: uHostAfrica accepts MasterCard, Visa, Visa electron, Switch/Maestro.

PayPal : Through the clientzone portal

By submitting payment details to us (Credit card numbers Debit Order details) you warrant and confirm that you are duly authorised to use the supplied payment details.

#### **11) Money back - trial period**

For customers opening their first account the initial 30 days are available on a money-back trial basis. For special promotions offered at discounted prices the trial period is limited to the initial 7 days.

Customers will not be entitled to this benefit if they have previously had an account with uHostAfrica unless the period of absence has been greater than one year.

Customers will only be refunded for shared hosting fees. No other fees or payments will be refunded.

If we've included a domain name registration in the hosting plan for free, any refunds will be calculated as follows; hosting plan fee paid, less the normal domain name registration cost (what it would of cost you if you had registered it through us separately).

There will be a once off admin fee of USD\$5 for any refunds of credit on an account due to over payments.

#### **12) Cancellation and refunds**

uHostAfrica reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes uHostAfrica's terms of service a refund will not be issued in the event of a cancellation.

**Any abuse of our staff in any format or medium will result in the suspension or termination of your services.**

Customers may cancel their account at any time provided that their account is fully paid up. Your account balance can be viewed online at <https://www.uhostafrica.com/clientzone/>

All account cancellations are processed within 3 hours from the cancellation request. We do not schedule cancellations so please ensure that requests are sent on the day of intended termination.

Once an account is cancelled or removed due to non-payment, all data pertaining to the account will be removed from our servers.

During the initial trial period customers who wish to cancel will be entitled to a full refund for their hosting fees only, but will not be entitled to a refund for any additional services purchased. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services, which were offered as start-up incentives in the result of a cancellation.

Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund. In addition some accounts incur set-up fees, these charges are also non-refundable.

### **13) Privacy Policy**

We will not share your private ( personally-identifiable) information or hosted data with any third party unless required to do so by a member of law enforcement authorities, or where we believe it would protect others from loss or harm.

We may need to give out your hosting login details to our 3rd level engineers at the respective data centers in order to support you further. Information send via email will be used to support you for billing and hosting support requests by the respective engineers.

### **14) Arbitration**

If any issue needs to go to arbitration or legal assistance - this must be done within the city of uHostAfrica's choice. Arbitration may only be done on an individual bases.

### **15) Indemnification**

uHostAfrica reserves the right to refuse service and/or access to its servers to anyone. uHostAfrica reserves the right to move your domain to a different web server without previous notice. We will however make every effort to keep your sites uptime at 100% during this process.

uHostAfrica does not allow any of the following content to be stored on its servers:

- Malware
- Outdated scripts that have security holes
- Explicit Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.
- Excessive download content or non-linked content.
- Backups.
- Spam, Phishing and any such illegal activities.
- Illegal content - according to South African or USA Federal, State or City law
- Copyright media which you do not own the copyright to.
- Account usage for backup purposes
- Sites with banners, graphics or cgi's running from their domain being used on other domains.
- Sites with immense graphic archives or galleries.
- Sites offering immense download archives, such as .zip, .tar, .rar, .GZ and so on.
- Sites running large chat room gatherings.
- Topsites
- IRC Scripts and Bots of any kind unless it was explicitly permitted by management
- Proxy scripts/anonymizers
- Image hosting similar to Photobucket, Twitpic, Imageshack and others
- AutoSurf/PTC/PTS/PPC sites
- IP scanners

- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror similar to Rapidshare and others
- Streaming with more than one or two streams
- Escrow, Bank Debentures, Bank Debenture Trading programs and sites
- Online Gambling Sites
- High-Yield Interest Programs (HYIP) or related sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme and such)
- Prime Banks Programs
- Lottery sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Fraudulent Sites of any kind
- Bulk mail systems - unless under one of our bulk mailer hosting accounts.
- Sale of any controlled substance without prior proof of appropriate permit(s)

Refusal of service is entirely at the unfettered discretion of uHostAfrica.

Customer agrees that it shall defend, indemnify, save and hold uHostAfrica harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against any of the afore mentioned, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold to customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless uHostAfrica against liabilities arising out of; (1) any injury, financial loss, to person or property caused by any products sold or otherwise distributed in connection with uHostAfrica; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from uHostAfrica.

### **15b) Backup Policy**

Backups are kept for a period of 7 to 10 days. Once an account is terminated from our system, the backups are removed as well. We do a weekly snap shot of your website database and emails stored on the server. We keep one copy of your hosting accounts backup and do not provide an incremental backup service.

We advise all clients to make periodic backups (at least once a month or whenever updates are done to the website, database or mails). This can be done by downloading a copy of their website and data (files,DB and stored mail) to their local personal computer/device. cPanel provides a useful backup section where it will compress your entire site databases and emails kept on the server, into one file for you to download. We advise this because it is very possible that due to system compromise, mistake or "act of god" that all data and backups might be lost and your copy will be the only one available. As unfortunate and unlikely as this would be, it is a possibility.

### **16) Disclaimer**

uHostAfrica will not be responsible for any damages you or your business may suffer. uHostAfrica makes no warranties of any kind, expressed or implied for services we provide. uHostAfrica does back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, uHostAfrica cannot guarantee to be able to replace lost data. uHostAfrica disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of any kind due to delays, non-deliveries, wrong delivery, and any and all service interruptions. uHostAfrica reserves the right to revise its policies and terms and conditions at any time.

uHostAfrica will not be responsible for any incidental, indirect, special, consequential or latent damages or losses arising from your agreement with us. This includes loss of profits, revenue, cost of time/work or labour, anticipated savings, business transactions, goodwill or other contracts. It is irrelevant if this is due to negligence, carelessness, or breach of contract.

**16.1)** Our total liability to you for direct damages will be a maximum amount of: One month of your hosting fee (excluding addon products or domain registrations) or \$50; whichever is less. This clause will apply even if you advised uHostAfrica of the possibility of loss of damage prior to its occurrence.

By signing up for any of our services you agree to be bound by all uHostAfrica's terms and conditions.

Our terms and conditions may be updated from time to time, please be sure to keep updated by referring to this document regularly. Document source: <https://www.uhostafrica.com/docs/tac.pdf>

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