

Hosted Services Terms and Conditions



Be heard

THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. INTERPRETATION

Unless a contrary intention clearly appears, the following terms shall have the following meanings –

- 1.1. "Control Panel" means the web hosting platform where subscribers can manage their website applications.
- 1.2. "FQDN" means Fully Qualified Domain Name.
- 1.3. "GB" means Gigabyte.
- 1.4. "Hosting" means the use of the supplier's physical infrastructure to host software based applications.
- 1.5. "Kbps" means kilobits per second.
- 1.6. "Mbps" means megabits per second.
- 1.7. "MB" means Megabyte.
- 1.8. "Migration" means moving to a package of the same technology of either a higher or lower subscription value.
- 1.9. "SEO" means Search Engine Optimisation.
- 1.10. "VAS" means Value Added Services.

2. SPECIFIC PROVISIONS PERTAINING TO WEBSITE HOSTING

- 2.1. A subscriber requires a FQDN to qualify for this service.
- 2.2. A subscriber's domain must be registered with the supplier to qualify for this service.
- 2.3. Website Hosting does not include the design and maintenance of the subscriber's website content.
- 2.4. All content of the website will be the full responsibility of the subscriber and the supplier will not be held responsible for any views or arguments presented via the subscriber's website.
- 2.5. The supplier is only responsible to provide the infrastructure platform to provide subscribers with the sufficient resources to run and manage the website.
- 2.6. The Website Hosting service is not linked to any bandwidth offering which may be offered as part of an Access product.
- 2.7. A subscriber will have administrator access to the control panel as part of the Website Hosting product and will not hold the supplier responsible for any loss, changes or updates to content on the subscriber's website.
- 2.8. A subscriber will be able to migrate between packages without penalty.
- 2.8.1.

3. SPECIFIC PROVISIONS PERTAINING TO WEB SEO

- 3.1. WEB SEO Level 4 packages are only available on a 12 month contract.
- 3.2. The page 1 ranking is only applicable to Google South Africa searches.
- 3.3. The page 1 ranking can only be achieved within a 12 month period and no definite time frame can be committed.

4. SPECIFIC PROVISIONS PERTAINING TO PARK@US DOMAIN REGISTRATION

- 4.1. A subscriber can register a new FQDN or transfer an existing FQDN from another service provider to the supplier.
- 4.2. The subscriber will be responsible for the annual once off domain registration fees payable to the supplier.
- 4.3. The once off set up fee excludes all registration fees with third parties.
- 4.4. It is the responsibility of the subscriber to notify the service provider hosting their domain of any domain transfers before the supplier can request the transfer of an existing domain.

5. SPECIFIC PROVISIONS PERTAINING TO OFFICE ON DEMAND

- 5.1. The subscriber will be liable for a once off setup fee dependent on the package chosen as per the application form.
- 5.2. The supplier will not be held responsible for any loss of any files or data created and stored by the subscriber.

6. SPECIFIC PROVISIONS PERTAINING TO HOSTED BACKUP (RECOVERY VAULT EXPRESS)

- 6.1. The "3 months free" promotion is only valid for the first 3 months and the subscriber will be billed from the beginning of month 4.
- 6.2. Should a subscriber wish to cancel the free offer without being billed, they need to notify the supplier by the beginning of the second month.
- 6.3. The promotion is only available for a limited time period and the supplier may withdraw the promotion at any time.
- 6.4. In order to qualify for the product, the subscriber needs to purchase one of the supplier's internet access products.
- 6.5. The amount of data backed up will be charged in 1 GB increments.

7. SPECIFIC PROVISIONS PERTAINING TO SHARED WEB HOSTING

- 7.1. The supplier has systems in place to assist its critical technical infrastructure to recover from a natural or human induced disaster. However, we do not specify any recovery time and are not liable for any loss or damage you suffer as a result of a disaster. You must make back-ups of your data. Nothing contained in the General or Product Specific Terms and Conditions will be seen as a representation that any back-ups of data we have implemented will be successful or in any way will assist with disaster recovery.

8. SPECIFIC PROVISIONS PERTAINING TO SHARED SYSTEMS AND RESOURCE USAGE

- 8.1. Customers hosting on the shared environment may not use any shared system provided by Supplier in a way that interferes with the normal operation of the shared system, or that consumes a disproportionate amount of the system's resources. For example, excessive server hits, excessive bandwidth usage, excessive disk usage, inefficient scripts or database queries may compromise other users of the shared hosting environment. Supplier has the right to suspend a customer's services should it be found that excessive resource usage is negatively impacting on other customers within the shared hosting environment.
- 8.2. Users may not, through a cron job, CGI script, interactive command, or any other means, initiate the following on Supplier's shared servers:
 - 8.2.1. Run any process that requires more than 50MB of memory space.
 - 8.2.2. Run any program that requires more than 30 CPU seconds.
 - 8.2.3. Run more than 10 simultaneous processes.
 - 8.2.4. Send out mail to more than 10 recipients (email addresses) within one hour.
- 500 recipients represent one of the following: 500 recipients for one email, 500 individual emails or a combination of the two.
- 8.3. Should we discover that a customer is performing bulk mail runs on our shared systems that exceeds the limit communicated in 8.2.4 above, regardless of whether it constitutes SPAM or not, Supplier will deactivate the user's account.
- 8.4. No user may run CGI scripts for the benefit of external sites or services. The use of system resource limits is intended to prevent runaway CGI scripts on an unattended server. Also, processes with large memory footprints or hungry CPU requirements will incur swapping and other slowdowns that cause problems for every site on the server.
- 8.5. Interactive Web applications, commonly known as "chat", are not allowed on Supplier's shared systems. These applications are better placed on dedicated servers.
- 8.6. MySQL databases are provided to users of the Web Hosting Basic package and higher:
- 8.7. Each qualifying individual package is limited to the allocated as per product detail.
- 8.8. Each individual database is allotted a maximum of 500 MB disk space.
- 8.9. Databases may not be used for circumventing package disk allowances by storing web sites within the database.
- 8.10. Databases may only be used in conjunction with Supplier hosted packages. Access to databases from outside our local network is provided strictly for site and database development.
- 8.11. Only 10 concurrent MySQL connections per database user are allowed.
- 8.12. Databases may not be used to store binary files (including but not limited to image and application files). The database needs to reference the image on the user's site rather than actually storing the image i.e. these files should be stored within the user account and referred to in the database by using a link.
- 8.13. Supplier reserves the right to require changes to databases and database usage should they have an adverse impact on a database server and/or other user databases on that server. Supplier may move the database to a new server, or in extreme cases, Supplier reserves the right to disable any database determined to be harming performance of a database server.
- 8.14. The use of "cron jobs" (processes that are run automatically at certain times, in accordance with a "crontab" file set up by each user), are allowed on Supplier servers, subject to the following conditions and restrictions:
 - 8.14.1. The job must not execute more often than every two hours.
 - 8.14.2. If a cron job is likely to consume excessive CPU usage, it should be given a lower CPU priority.
 - 8.14.3. Resource limits are enforced by automatic monitoring systems.

9. DEDICATED VIRTUAL SERVERS

- 9.1. The installation or operation of any stand-alone, unattended server-side process (daemons) on Supplier servers, with the exception of cron jobs as per point 4 above, is not possible. Violation of this policy will result in immediate account termination without warning. This policy exists for several reasons:
 - 9.1.1. To protect the CPU and memory resources available on each server.
 - 9.1.2. To protect and enhance system security by not allowing unapproved third-party programs to accept connections from the outside world.

10. SECURITY

10.1. Customers must take reasonable security precautions. Negligence could result in the hacking of websites as well as compromised mailboxes due to vulnerable PCs, website software or the use of weak passwords, which could affect other Supplier customers through blacklisting, phishing or spamming.

10.2. It is the customer's responsibility to ensure that scripts/programs installed under their account are secure (using the latest version) and permissions of directories are set properly, regardless of installation method. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that customers use a secure password. If a password is found to be weak, Supplier will notify the user and allow time for the user to change/update the password. Failure to make a password change that inadvertently leads to the website being compromised could result in the user's account being suspended / terminated.

10.3. Passwords should consist of at least 8 mixed alpha and numeric characters with case variations. Customers should not use a common word as a password and should change their passwords regularly. In the event of abuse Supplier reserves the right to reset a password.

11. DISK USAGE

11.1. Accounts with many files can have an adverse effect on server performance. Supplier has the following limit: 100 000 files (i.e. an email, webpage, image file, folder etc.), or 25 000 files per folder. Accounts exceeding the above limit will have those files and/or folders excluded from our backup system.

11.2. Using our servers as a personal storage facility is not permitted. Any content stored must be directly related to the website(s) in question.

11.3. Supplier utilizes disk usage quotas for its Web Hosting packages. Where applicable, customers are sent monthly emails from Supplier notifying them of domains that have exceeded the allocated quota, providing an opportunity to reduce disk space or upgrade to a higher package in order to avoid unnecessary charges for over-usage. Customers can regularly monitor their disk usage via the Hosting Controller Panel by clicking on 'Disk Usage' under Statistics & Reports, which will give customers a reading of the total size of the package together with a summary of individual folder sizes.