# Virtual Hosting Terms and Conditions

**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.**

**The Virtual Hosting Terms and Conditions pertain to Vox Core Infrastructure and virtual environment and covers Domains, Webhosting, Microsoft SPLA licensing, Single dedicated virtual machines, and the Virtual Data Centre (VDC).**

## 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 webhosting applications;

1.2. **"Core Infrastructure"** refers to the hardware and software components -- such as servers, storage, a network and virtualization software -- that are needed to support the computing requirements of a cloud computing model;

1.3. **"cron job"** cron is a Linux utility which schedules a command or script on your server to run automatically at a specified time and date. A cron job is the scheduled task itself;

1.4. **"Edge Gateway"** An Edge Gateway is a virtual router for organization VDC networks. You can configure it to provide network services such as DHCP, firewall, NAT, static routing, VPN, and load balancing. You can create an Edge Gateway in either a compact or a full configuration;

1.5. **"FQDN"** means Fully Qualified Domain Name;

1.6. **"Hosting"** means the use of Vox's shared physical infrastructure to host software-based applications;

1.7. **"MB"** in relation to disk storage, means or $2^{20}$ bytes – being 1,048,576 bytes;

1.8. **"Organization"** this refers to the pool of resources allocated to the Customer in the form of RAM, VcPU, and Storage;

1.9. **"vCloud Director"** VMware vCloud Director provides role-based access to a Web console that allows the members of an organization to interact with the organization's resources to create and work with vApps and virtual machines; and

1.10. **"VDC"** A virtual data center is a product of the Infrastructure as a Service (IaaS) delivery model of cloud computing. It can provide on-demand computing, storage and networking, as well as applications, all of which can be seamlessly integrated into an organization's existing IT infrastructure.

## TERMS APPLICABLE TO ALL SERVICES

## 2. SECURITY AND LIABILITY FOR UNAUTHORISED ACCESS

2.1.1. Notwithstanding that Customer's services are hosted in the Vox cloud, Customers must take security precautions to protect its virtual environment. Customer acknowledged that Vox will not be responsible for any damage suffered by the Customer as a result of third party's unauthorized access and damage caused to the Customer's environment.

2.1.2. It is the Customer's responsibility to ensure that scripts/programs installed under their account are secure 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.

2.1.3. Unless specifically contracted as a services between Vox and the Customer, patching, updates and firewalling of the Customer's hosting environment is the responsibility of the Customer and Vox do not take any responsibility for any breaches.

## SERIVCE SPECIFIC TERMS

## 3. VIRTUAL HOSTING

3.1. Vox has the right to shut down any service provided where Vox has suspicion to any illegal activity being performed on such service

3.2. Nothing contained in these 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.

## 4. DOMAINS

4.1. Customer can register a new FQDN or transfer an existing FQDN from another service provider to Vox.

4.1.1. When transferring a domain from another service provider it is the Customer's responsibility to get the relevant permissions required for Vox to do such transfers.

4.1.2. It is the responsibility of the Customer to notify its third-party service provider hosting their domain of any domain transfers before Vox can request the transfer of an existing domain.

4.2. The Customer will be responsible for the annual once off domain registration fees payable to Vox.

4.3. The Domain will automatically renew on an annual basis unless the Customer cancels with 1 calendar month's written notice.

4.4. Fees with third parties are excluded from Vox cost.

## 5. WEBHOSTING

5.1. Customers hosting on the shared environment may not use any shared system provided by Vox 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. Vox 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.

5.2. Users may not, through a cron job, CGI script, interactive command, or any other means, initiate the following on Vox's shared servers:

5.2.1. Run any process that requires more than 50MB of memory space.

5.2.2. Run any program that requires more than 30 CPU seconds.

5.2.3. Run more than 10 simultaneous processes.

5.2.4. 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.

5.3. Should we discover that a Customer is performing bulk mail runs on our shared systems that exceeds the limit communicated in 4.2.4 above, regardless of whether it constitutes SPAM or not, Vox will deactivate the user's account.

5.4. 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.

5.5. Interactive Web applications, commonly known as "chat", are not allowed on Vox's shared systems. These applications are better placed on dedicated servers.

5.6. 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 Vox servers, subject to the following conditions and restrictions:

5.6.1. The job must not execute more often than every two hours.

5.6.2. If a cron job is likely to consume excessive CPU usage, it should be given a lower CPU priority.

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5.7. MySQL databases are provided to users of the Web Hosting Basic package and higher:
- 5.7.1.1. Each individual database is allotted a maximum of 500 MB disk space.
- 5.7.1.2. Databases may not be used for circumventing package disk allowances by storing web sites within the databases
- 5.7.1.3. Databases may only be used in conjunction with Vox hosted packages. Access to databases from outside our local network is provided strictly for site and database development.
- 5.7.1.4. Only 10 concurrent MySQL connections per database user are allowed.
- 5.7.2. 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.
- 5.7.3. Vox 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. Vox may move the database to a new server, or in extreme cases, Vox reserves the right to disable any database determined to be harming performance of a database server.

5.8. Resource limits are enforced by automatic monitoring systems.

5.9. Vox 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.
- 5.9.1. Vox keeps a backup copy of the environment for 5 days and all content will be deleted after the specified timelines.
- 5.9.2. Vox takes no responsibility for any data loss and the internal backup of the environment does not guarantee any of the Customer's data can be recovered
- 5.9.3. Back-ups of the data for all Webhosting environments and products are the responsibility of the Customer.

5.10. Customer require a FQDN to qualify for this service.
- 5.10.1. A Customer domain must be registered with Vox to qualify for this service.

5.11. Website Hosting does not include the design and maintenance of the Customer's website content.

5.12. All content of the website will be the full responsibility of the Customer and Vox will not be held responsible for any content that is displayed on the clients website.

5.13. The Website Hosting service is not linked to any bandwidth offering which may be offered as part of an access product.

5.14. A Customer will have administrator access to the Control Panel as part of the Website Hosting product and will not hold Vox responsible for any loss, changes or updates to content on the Customer's website.

5.15. A Customer will be able to migrate between packages without penalty.

## 6. MICROSOFT LICENSING

6.1. With the Services Provider License Agreement (SPLA), Vox can license Microsoft products and use these licensed products ("products") to provide software services and hosted applications to our clients.

6.2. Software services are services that Vox provide to our clients that make Microsoft products available and that display, run, access, or otherwise interact with Microsoft products. Vox provide these services from one or more data centers via the Internet, a telephony network, or a private network on a rental, subscription, or services basis, whether or not our clients receive a fee. Software services exclude installing a Microsoft product directly on any device to permit a Customer to interact with the Microsoft product.

6.3. Vox clients do not have to purchase Microsoft licensing from Vox but all clients have to adhere to the 'Microsoft license mobility' agreement.
- 6.3.1. All hosting clients utilizing Vox's dedicated virtual machines, Virtual Data Centre, or Microsoft Azure platform must sign a license mobility agreement from Microsoft ensuring that both Vox and clients are compliant with Microsoft licensing rules.
- 6.3.2. Even if a Customer does not sign the Microsoft mobility agreement the Customer agrees that the sole responsibility of adhering to Microsoft's licensing rules is the clients.

6.4. The Customer gives both Vox and/or Microsoft the right to audit the clients environment at any time to ensure that the clients licensing is compliant at all times.

## 7. VIRTUAL SERVERS

7.1. Virtual private cloud servers include the following:
- 7.1.1. /29 IP Range
- 7.1.2. Login details to the Virtual private server
- 7.1.3. Login details to log into vRealize Operations Manager Portal

## 8. VIRTUAL DATA CENTRE

8.1. The Virtual Data Centre is a Customer managed service and Vox is solely responsible for ensuring that the Core Infrastructure supporting the Virtual Data Centre is available.

8.2. The service does not include the following:
- 8.2.1. Patching of hardware, operating systems and applications
- 8.2.2. Private networking or exclusions of hosting bandwidth between multiple servers
- 8.2.3. Setting up and managing the Edge Gateway (virtual router)
- 8.2.4. Actual virtual machine and vApp's within the virtual data center

8.3. The Virtual Data Centre service includes the following:
- 8.3.1. /29 IP Range for the ''Organization"
- 8.3.2. Login details to log into vCloud Director Portal
- 8.3.3. Login details to log into vRealize Operations Manager Portal
- 8.3.4. Vox will provide compute and memory resource pool which can be used to deploy Virtual Server(s) including platform, hardware configuration, operating system software ("OS"), and quantity as selected by Customer. Customer will setup such Virtual Server(s), install the selected OS, and configure the network interface card(s) ("NIC") with an Internet Protocol ("IP") address connected to the EDGE gateway. Vox will place such Virtual Data Center resource pool(s) in Vox datacenter facilities and make available for IP network access via Vox Network and the general Internet.

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