

TRUE HOST

True Host provides web hosting to clients worldwide, and we have a responsibility to protect each client and to provide the best services available. All clients of **True Host** are subject to the following terms of service:

INDEMNIFICATION POLICY

You agree to use all **True Host** services and facilities at your own risk. **True Host** specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall **True Host** be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold **True Host** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against **True Host**, 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 by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless **True Host** against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with **True Host's** server. **True Host** reserves the right to intervene with any of the sites hosted on its servers in the interest of its customers. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party Copyright infringement any defective products sold to customer from **True Host's** server. **True Host** shall be the sole judge of what violates this Policy.

You exempt and indemnify the registry / registrar from all loss relating to your registration of a domain name (CLAUSE 6)

1. BILLING:

At this time we bill monthly, depending upon the plan and your selection. We accept EFT, Visa and Mastercard as payment, via PayFast ©. Clients are encouraged to pay by credit card as it is the easiest way to handle payment at this time. There are no contract periods but for each successive period, your contract is automatically renewed unless we are notified otherwise.

Please Note: We do not refund full amounts since purchase, if unsatisfied with service we refund you only for that month alone on a pro-rata basis. Only web hosting is refundable.
Note: We only refund Payfast transactions.

Please Note: Accounts with Proof of payment are not always guaranteed activation or credit due, due to us having a large amount of fake "proof of payments" being sent. The billing team will only do this with approval from management or when payment reflects. Please ensure you submit proof of payment earlier than due date to ensure your account stays active.

We do not apply any refunds prior to 60 days for any service. This is to protect us from customers' large payments to us, forgetting to cancel their payment schedules. As can be noted, we are neither a savings account nor bank. Customers need to ensure that when they cancel their services with us, that they cancel their automated payments to us at the same time.

TRUE HOST

Each account as a domain set. Please note this in no way can be changed after the first week of existence, please apply for a new package if you require a new domain to be used

Please note we do not register any domains without or before payment is made.

We do not store any credit card information for your own protection as well as ours.

2. NON REFUNDABLE SERVICES:

1. Domains Registrations
2. Web Management / Maintenance Add-on Packages
3. Softaculous
4. cPanel Licensing

Note: The above are included in many VPS or Reseller packages hence the cost may be subtracted from the total amount before refund is completed.

3. CREDITS:

Credits on accounts due to incorrect billing by Billing department will be processed immediately

Withdraws for Affiliate Credits or payments can take 21 days

Credits to bank accounts can only be done 21 days from request

Amendments

You agree that **True Host** may amend this agreement at any time, without prior notice to you. You agree to keep advised of any changes to this agreement by checking the **True Host** terms of service on a periodic basis as well as any changes noted on the announcements page.

4. AFFILIATES:

Affiliates get paid 20% Once Off every payment their signups make

Withdraws for Affiliate Credits or payments can take 21 days

5. LATE PAYMENTS:

All accounts are billed according to the dates they were first activated on. If you do not pay for service renewal, 5 days after service invoice due date, your account will be suspended. If you do not pay for service renewal, 90 days after the due date, your account will be terminated. You will receive email reminders as well as an invoice before the due date to remind you of payment, you may also receive SMS reminders, if possible, but at our discretion.

True Host will not be held liable for the loss of customer services and or information due to non-payment suspension and or termination.



We recommend customers pay a few days before due date, to ensure their data and services do not get suspended or terminated.

6. DOMAINS:

Domain Purchases are non-refundable.

Transfer fees are non-refundable when domain is already transferred

If you are registering or transferring a domain name, you must also agree to the Domain Name Registration Agreement.

Domains shall be renewed at the same price as new registrations. The current pricing is displayed on our website.

Domain renewal reminders will be sent in advance of expiration via email to the address stored in your client area.

After 29 days of being expired, domains enter the redemption period. At this point, eNom requires renewal fee of \$250 to \$300 to renew the domain name. **True Host** will request that you to pay this cost until the 36th day past expiration, after which the domain will no longer be available and may have to be re-registered when it becomes available.

Should an expired domain enter the redemption period, the cost of restoring the domain shall be no more than R3200.

Prices to domains can change unexpectedly at any time. We will notify customers within 24 to 48 hours of such a change

Kindly note we do not register premium domains (Domains with 3 characters). If for any reason a premium domain is registered there may be an additional cost

Should a reseller's client contact us to renew a domain we will assist only in such a request.

We do not assist client's clients in anyway - it is against policy and unethical to do so

If for any reason your domain is not registered or transferred correctly, **True Host**, its directors, agents or employees WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE for any reason including human error. Hence, please check that your domain is registered or transferred correctly at all times. We will however do our best to assist, as best possible and where possible, in transferring and registration of each and every domain.

Should a reseller's client contact us to transfer a domain we will not assist unless written consent from our client is provided.

Exemption and Indemnity of the Registry

THE REGISTRY ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM

TRUE HOST

OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE APPLICANT WILL INDEMNIFY, DEFEND, AND HOLD THE REGISTRY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) RELATING TO OR ARISING OUT OF TO THE APPLICANT'S DOMAIN NAME REGISTRATION.

7. ACCEPTABLE USAGE POLICY:

Please refer to AUP

8. RESOURCE USAGE:

Users may not:

- 1) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- 2) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- 3) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- 4) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- 5) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- 6) Participate in any file-sharing/peer-to-peer activities
- 7) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- 8) Run cron entries with intervals of less than 15 minutes.
- 9) Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- 10) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include ("https://yourdomain.com/include.php") use include ("include.php")
- 11) To help reduce usage, do not force html to handle server-side code (like php and shtml).
- 12) Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.



9. EXCESSIVE USAGE:

To ensure service levels within the Shared Hosting platform are stable and reliable, **True Host** utilises various methods to protect its customers and associated systems from abuse which includes, but is not limited to, the following:

Excessive SQL Databases: Services with SQL databases larger than 2GB individually, or if a database is deemed to be negatively affecting the shared hosting platform (i.e. if the database uses 200% more resources than our average database, or exceeds a reasonable RAM allocation).

Excessive inode count: Services with an inode count in excess of 200 000 may result in adverse effect on server performance and is may be deemed abuse at **True Hosts'** discretion. You will need to upgrade to a VPS Server if necessary.

Excessive domain, email and FTP services: **True Host** does not set specific limits to the domain, email and FTP services, but at its sole discretion may suspend or deactivate a service should it adversely be impacting the performance of the Shared Hosting environment.

Excessive bandwidth and disk usage.

No Gambling sites, Lottery sites, Pornography sites, Bitcoin, Music, Movies or excessive streaming allowed as this is for web hosting, vps hosting and web services alone and to have fair usage and environment for all clients.

We note any usage above 100GB as excessive, per month, but only if it affects other customers by causing high disk or network usage.

10. ZERO TOLERANCE PHISHING POLICY

Any account found to be hosting a phishing page will be suspended and/or terminated with or without notice at our discretion. Phishing is defined as any site that masquerades as another trustworthy site in attempts to acquire sensitive information such as usernames, passwords, credit card information, banking information, pin numbers, or any other personal information.

Phishing pages result in stolen identities, stolen banking information, stolen credit card information, and fraud that can cause the victims of these pages weeks, months, years, or even a lifetime of problems. Due to the serious issues that phishing pages cause, phishing is not something that is taken lightly. In the event that your account is suspended for phishing there is a very good chance that your account will not be re-enabled.

Any account suspended or terminated due to a phishing policy violation will be ineligible for refund. We may invoice you an hourly fee of R750 per hour rounded up to the nearest hour for all time spent investigating any report that results in account suspension or termination.



11. SPAMMING

As part of our agreements with you, you agree to accept the bounce back limit and to not send spam. If we suspect that you have violated our agreements with you, we will suspend your account. Whenever possible we attempt to notify you prior to suspending your account.

We give a 3 strike policy we will assist in stopping the spam for you, which we will continue to monitor. If we find the spam to continue more than 3 times, we have no choice but to suspend your server/service(s) indefinitely to protect our other users.

Below are more reasons why your account may be suspended. To resolve an issue, please contact info@truehost.co.za.

Unverified Email Addresses — We may suspend your account if your email contacts has too many unverified email addresses. If we receive bounce back emails from these addresses, we suspect the addresses have been used for spamming.

Spam Complaints — We may suspend your account because we received too many spam complaints. This means that an unacceptable number of recipients of your email campaign have actively flagged the message as spam and indicated that they either did not ask to receive the messages, or that they do not know who you (the sender) is.

Remember that we define spam as any message sent without the recipient's prior consent to receive the message(s). A fine of R400 will be applied if serious bounce backs and spam is suspected and found. We then provide one last warning.

No Refunds will be given to customers found spamming even within 30 day policy.

12. ANTI-SPAM / ANTI-VIRUS

We use clamd antivirus and spamassassin to SCAN all emails. Note no service provider is full proof hence we always recommend your local PCs antivirus be updated and on at all times.

Antivirus recommendations: Avast or AVG

13. TROUBLESHOOTING / SUPPORT

We try and assist every customer, new or existing, with support.

We can never guarantee we can solve your website issues although we will attempt to resolve the issues at our best efforts.

You agree that we will not be held liable due to human error causing financial loss or issue of any sort. We will try and assist where we can, as best we can, but it is the clients' responsibility to ensure everything works as requested and inform us if there are any issues.

If you migrate your website or application to us, please note we can never guarantee it will work on our servers as other web hosts have custom setups. Some hosts use third party applications which we may not support. Also, their setups may differ from our own servers.

TRUE HOST

VPS Clients on unmanaged servers please be aware, we assist with installation of OS, Firewall and SQL Server installs and are no way responsible for troubleshooting your applications, websites or databases. Optimization and speed, we may try and assist with, but ultimately please note you are responsible in resolving any performance related issues unless proven to be NODE or Host server related.

True Host is in no way responsible in setting up or installing third party applications on Unmanaged VPS servers

At times we require a swift response from clients on issues/reports/complaints hence if we receive no response within 24 hours, on any urgent matter that may cause major downtime, blacklisting, etc. we will go ahead with what we believe to be the best solution.

True Host Support will not install any software or applications or change settings on other hosts servers even if clients request it. This is to protect us from the other host with respect to legal issues if found or our customers customer that may involve us in legal issues. Hence unfortunately we cannot do this.

True Host, hosts servers in Hetzner's data centre. You will therefore be required to upload data via FTP or SSH no matter the size.

True Host cannot assist in setting up servers with any other host or ISP. This is your sole responsibility to request support from that host or ISP. It is against our internal policy as we need to focus on our customers at all times.

We reserve the right to stop assisting you, if we feel we do not have the knowledge or know how to solve you customer application issues or your application does not work on our servers.

14. BULK EMAIL

Bulk Emailing excessively from your account, that causes shared web hosting servers to become unresponsive or slower than normal due to large amounts of account spamming via a reseller account or shared hosting account, is also seen as spamming or abuse on the network and will be suspended immediately.

15. LIMITATION OF LIABILITY:

True Host shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from **True Host** servers going off-line or being unavailable for any reason whatsoever. Furthermore, **True Host** shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from any of **True Hosts'** servers. All damages shall be limited to the immediate termination of service.

16. DISCLAIMER:

True Host cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Certain services provided by **True Host** are resold therefore, certain equipment, routing, software, and programming used by **True Host** are not directly owned or

TRUE HOST

written by **True Host**. Moreover, **True Host** holds no responsibility for the use of our clients' accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason and without restitution as **True Host** sees fit. FURTHERMORE, **True Host** retains the right to change any or all of their Policies, Guidelines, Disclaimers, Terms of Service, etc. without prior notification.

17. "UNLIMITED" SERVICES / PRODUCTS:

When making a website, consideration must be taken not only in how to make an interesting site for visitors but also how to minimize server storage, bandwidth, file system, memory, and cpu impact as much as possible.

The result will be a better experience for your visitors, your web host, and yourself!

Here are some specific examples of things not allowed:

Copyrighted content to which you do not hold usage or distribution rights.

File upload / sharing / archive / backup / mirroring / distribution sites.

A site created primarily to drive traffic to another site.

Making your account resources available (whether for free or pay) to the general public.

True Hosts' "unlimited" features on shared web hosting service is not intended to allow a single or few subscribers to unfairly or adversely impact the hosting experience of other subscribers. If this occurs the website will be stopped and owner informed. We may suspend the account in severe cases.

"Unlimited" bandwidth, although limited, is set to an excessive allowance of bandwidth usage allowed which **True Host** deems to be more than sufficient for any site, within the bounds of what is and what is not allowed.

18. WEB MANAGEMENT / MAINTENANCE ADD-ON SERVICES:

True Host offers a range of web management and or maintenance add-on services which are rendered as a "retainer" service.

These service fees are non-refundable.

The hours associated with each web management / maintenance service add-on package are not transferable and do not carry over in an accumulative manner, if not used. Any web management / maintenance hours not utilized, within the period paid for, will be lost. Any and all "left over" web management / maintenance hours not utilized within the period paid for, will be lost.

Any web management / maintenance service carried out, which exceeds the allotted web management / maintenance hours, within the add-on service package subscribed to, will be billed for separately at a rate of R100.00 per exceeded hour.

TRUE HOST

Any additional costs incurred for exceeded web management / maintenance hours utilized, must be paid for by the client prior to the release of the final work done.

19. WEBSITE DESIGN:

True Host offers web design services. These services are subject to prior acceptance of a quotation by the client for the services required. Quotations may be obtained by sending a request for quotation to: info@truehost.co.za

Prior to any work commencing for web design, the acceptance of quotation must accompany a 50% deposit of the quoted value. Upon completion of the web design and prior to the release of said design, the outstanding 50% of the quoted value must be received by **True Host** as final payment for work completed. The receipt of final payment will constitute as the client accepting the final product to be complete and accurate with no outstanding matters.

Any changes required after the completion of the web design product will incur additional separate charges which will be quoted for separately.

All graphic work, including but not limited to, photo's, images, automation, logo's, etc. required to form part of the web design must be provided by the client. **True Host** will assist with graphic work where possible, if required, however the client understands that there are limitations within this assistance as **True Host** are not graphic designers.

The client agrees that web design work is a process within which the clients input plays a vital role, in order to ensure ultimate customer satisfaction. Failure on the part of the client to provide the required input, as and when requested by **True Host**, may result in the final product not being 100% correct. This will however still constitute a complete product and will be required to be accepted as such by the client. Full final payment will still be due by the client and any changes will be quoted for and billed separately.

20. WEBSITE TRANSFERS:

END USERS: We assist with transferring your websites, if under 5 websites, on cpanel infrastructure (Note this is done via queue system so we do it as we can, therefore there may be delay in transfers)

RESELLERS: Resellers need to be able to transfer websites and assist their customers themselves. We will guide and assist where we can though. Also if you have cPanel backups we can restore them for you. Note: Only cPanel, other Control Panels are not easy to transfer and you will need to do them manually.

21. SHARED WEB HOSTING / VPS HOSTING:

By using Hosting services provided by **True Host**, you accept the agreement to these terms of service. **True Host** reserves the right, at its discretion, to modify these terms at any time, without prior notice. Please check these terms regularly for changes. Your continued use of **True Host**, following the posting of any changes to these terms, will mean you accept those changes.

True Host reserves the right to remove any file from its servers that it determines is in violation of its rules and guidelines. Users are solely responsible for all files contained in their

TRUE HOST

own directories. The following is a list of content and behaviour that is NOT acceptable on web pages hosted by **True Host**:

- a. Content that promotes or contains links to sites containing nudity, pornography, adult material, sex, exploitation of children, etc.
- b. Content that infringes on copyright, trademark, patent, trade secret or other intellectual property. This includes serial numbers for software for the purpose of illegally registering or validating software, unlawful MP3 music files, copyrighted images or videos, etc. You may not use **True Hosts'** services or servers in any manner which infringes the intellectual property rights or other proprietary rights of any third party including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos. In compliance with the Digital Millennium Copyright Act ("DMCA"),
- c. Content that condones, promotes, contains, or links to unlawful products or activities, including cracks, hacks, their associated utilities, or other piracy related information. fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes, ponzi schemes), or furnish false data on any signup form, contract or online application or registration, or fraudulently use any information obtained through the use of **True Hosts'** servers or services, including without limitation use of credit card numbers.
- d. Web sites using our free service that primarily serve non-html files. Non-html content includes binary files, downloads, large images, streaming media, video clips, programs (e.g. .exe), large media files split into multiple small ones, archived material (e.g. .zip, .rar, .ace, etc). Or sites with little html content, and whose main purpose is for sharing non-html files for download. Sites using **True Hosts'** free service may not exceed 250MB of bandwidth per month per account.
- e. Spanning Web sites over multiple accounts in order to increase available web space. Each account must host its own website and may not be a duplicate or an extension of another website on **True Hosts'** servers.
- g. "hotlinking" sites are not allowed in **True Hosts'** services. All non-html files must be linked to html pages on the user's site. Links to non-html files on a user's page from other sites must FIRST link to an html page on that user's account. Other sites may NOT link directly to non-html content such as images.
- h. Content that promotes the sending of unsolicited e-mail (spam), or mail fraud schemes. Users who utilize **True Hosts'** resources, including e-mail addresses for spam are also subject to prosecution to the fullest extent of the law. Note: We also do not reimburse any payments when found spamming.
- i. Content that is racist, or otherwise extremely offensive to others, including content which threatens or abuses others.

TRUE HOST

j. Sites that abuse our upload services by excessive uploading or attempting to maintain a long-term persistent connection. This includes Web Cam sites that "camp" on the FTP servers to continuously update images.

k. Free hosting accounts will only be provided to clients residing in South Africa.

l. For service in other languages e.g. cn.truehost.co.za, if the act of the user account in the jurisdiction could be considered illegal or anything that adversely affects **True Host**, then the site would be taken away.

True Host provides no-banner free hosting services.

22. OVERAGES:

Please note if you do not stay within the bounds of your plan, you can receive an overage bill.

We reserve the right and without notification to charge for such overages

You may query this with support department at any time if you so choose

VPS Servers that exceed Bandwidth will be auto-suspended, (Note: it is Unmanaged VPS customers' responsibility to keep their VPS servers secure and passwords secure)

23. INODE LIMITATIONS:

Excessive inode count: Services with an inode count in excess of 200 000 (soft limit) may result in adverse effect on server performance and it may be deemed abuse at **True Hosts'** discretion - These accounts will be removed from backups - We have however set a hard limit of 250 000 per hosting "user" account. Same goes for Reseller "User" accounts. Reseller WHM accounts itself are excluded.

Accounts found to be exceeding the 200,000 inode limit will automatically be removed from our backup system to avoid over-usage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

24. BACKUP LIMIT - SHARED HOSTING:

Any shared account using more than 2 GBs of disk space or 10000 inodes will be removed from our backups. We backup all content to dedicated backup servers which helps protect against data loss in the event of a drive failure.

We don't backup SUSPENDED accounts, by us or resellers



We don't keep email backups for retrieval. We have Mail Server backups only

We keep weekly and daily backups on most servers.

25. VPS SERVER BACKUPS:

All VPS Servers come with daily backups. This is to protect from server, system or client data loss. Clients may still create their own backups if required. Unmanaged servers do not have local or weekly backups. Unmanaged VPS clients should ensure they have setup some SVN or backup system on their VPS for database and web file backup revisions. Managed servers however, can be set to have daily, weekly or monthly backups from within WHM in cpanel.

26. LOSS OR CORRUPTION OF DATA:

You acknowledge and agree that **True Host** is not and shall not be responsible or liable for any loss or corruption of data that you may experience on the services or otherwise, nor are we required to return to you any data that you have stored on the services. This includes, without limitation, the loss or corruption of data resulting from the suspension, deletion, or modification of your web pages or the **True Host** site, network, system, or server "crashes" or outages, or other power outages, damage caused by viruses, worms, or security breaches, file corruption, and any other cause. We recommend that you to maintain backup versions of your web pages and related information to help protect yourself against such losses. We however do server backups daily and account weekly backups and have and will continue to do our utmost to protect all our clients' even free hosting clients' data to the fullest extent with all our backup software and servers.

27. TERM / SUSPENSION / TERMINATION:

A. Term. This agreement shall be effective upon application for hosting services from **True Host** and will continue to be in effect on a month to month basis until such time notice of termination has been received from the client.

B. You may terminate this Agreement immediately for any reason at any time by sending a request to terminate email to info@truehost.co.za.

C. Suspension of service by **True Host** due to non-payment longer than 5 days past due date will be effected.

D. Termination of service by **True Host** and the deleting of all databases will take effect on the 30th day past due date of outstanding payments.

E. Interest will be charged at a rate of 10% for late fees from 7 days or more where payments are overdue.

F. When an account is cancelled and terminated, backups are only kept for a period of 1 week. Please contact us within 1 week if you require backup of your cancelled account.