



Hosting Terms and conditions

These Terms and Conditions apply to the use of this web site, including the purchase of any goods, products or services (together, the Services) supplied to you by Eaglecoast Hosting. By using this web site for these or any other purposes, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the web site. In these Terms and Conditions, Eaglecoast Hosting and we includes Eaglecoast Hosting and the Subscriber and you is any legal person using a Eaglecoast Hosting web site or purchasing Services from Eaglecoast Hosting.

Termination

Eaglecoast Hosting may terminate your access to the Services, in whole or in part, without notice in the event that:

- You fail to pay any fees due.
- You violate this Agreement.
- Your conduct may harm Eaglecoast Hosting or others or cause Eaglecoast Hosting or others to incur liability, as determined by Eaglecoast Hosting in our sole discretion.
- As otherwise specified in this Agreement. In such event, Eaglecoast Hosting shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, Eaglecoast Hosting may charge you for all fees due for the Services for the remaining portion of the then current term.
- UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

Late Payment.

All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Eaglecoast Hosting may suspend or terminate your account and pursue the collection costs incurred by Eaglecoast Hosting, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Eaglecoast Hosting will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Domain Payments.

- It is solely your responsibility to notify Eaglecoast Hosting Billing department via a support ticket created from our client area – www.eaglecoast.co.za- after purchasing a domain.

- Domain renewal notices are provided as a courtesy reminder and Eaglecoast Hosting is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal.
- Domain renewals are billed and renewed thirty (30) days before the renew date. The Subscriber is required to:
- Use the Services for lawful purposes only. Transmission or storage of any information, data or material in violation of any law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret or other statute.
- The Subscriber agrees to indemnify and hold harmless Eaglecoast Hosting from any claims resulting from the use of the service which damages the Subscriber or any other parties.
- **NOTE:** Pornography and sex-related merchandising are prohibited on any Eaglecoast Hosting server. Eaglecoast Hosting will be the sole arbiter as to what constitutes a violation of this provision.
- **NOTE:** Spamming, or the sending of unsolicited email, from a Eaglecoast Hosting server or using an email address that is maintained on a Eaglecoast Hosting machine is *STRICTLY* prohibited. Eaglecoast Hosting will be the sole arbiter as to what constitutes a violation of this provision.
- Ensure that all information provided to us is current and correct.
- Ensure that all people who use the Services provided to the Subscriber or via you're the Subscriber's account also complies with these Terms and Conditions.
- Maintain the confidentiality of the Subscriber's user name, login, password, and any other account information and/or identifier provided to the Subscriber in relation to the Services.
- The Subscriber accepts complete responsibility for all use of the account and of all identifier(s), and Eaglecoast Hosting is entitled to rely entirely upon use of any password or other identifier as evidence of the Subscriber's identity and authority.

2. Payment

- The Subscriber agrees to pay for the Services provided to the Subscriber or under the Subscriber's account, regardless of whether it is the Subscriber or someone else who uses them.
- Services shall not be deemed to have been purchased nor will they be provided until payment is made in full. Payment may be made on-line with the purchaser's credit card direct credit to our bank account.
- Any accounts that remain unpaid by the due date and time for renewal will be in default. In the event of default, the domain name may be cancelled and the Services suspended.
- Eaglecoast Hosting will provide advance notification by email of pending cancellation, at least fourteen days prior to the due date.
- Eaglecoast Hosting reserves the right to charge a re-connection fee for all requests for the re-connection of expired .domain names and All files, information and email under the account will be preserved for 30 days from the date the payment is due. If payment

is not received within 30 days, all files, information and mail under the account will be deleted. If the Subscriber wishes to use the Services again, the Subscriber must re-apply using their customer account.

- The Subscriber agree that Eaglecoast Hosting has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with Eaglecoast Hosting is terminated, for any reason, by either Eaglecoast Hosting or the Subscriber.
- By purchasing services from Eaglecoast Hosting the Subscriber certifies that he or she is at least 18 years of age.
- Eaglecoast Hosting retains the right to alter its fees at any time. Customers will be notified of any changes to the fee structure where applicable.
- Eaglecoast Hosting makes no warranties of any kind, whether expressed or implied, for the Services. Eaglecoast Hosting also disclaims any warranty of merchantability or fitness for a particular purpose. Eaglecoast Hosting will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Use of any information obtained via Eaglecoast Hosting is at the subscriber's own risk. Eaglecoast Hosting specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Exclusion of Liability. 1. Any defect in the services or in its maintenance shall not entitle the Subscriber to immediate cancellation of this contract.
- Without limiting the other terms of this contract, the Subscriber's sole remedy against Eaglecoast Hosting shall be limited to breach of contract and Eaglecoast Hosting sole and total liability for any such claim shall be limited to, at the option of Eaglecoast Hosting, either the re-supply of the Services or the amount of the current monthly Subscriber's Levies for the month during which the breach allegedly occurred.
- Subject only to Eaglecoast Hosting liability for breach of contract (if any) pursuant to clause 7) 3. above, Eaglecoast Hosting will not be liable to the Subscriber for any claim for breach of contract, breach of statute or breach of duty in tort (including negligence) or for any claim in equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential (including any claim for loss of profits) however caused which may be suffered or incurred by the Subscriber or any third person or which may arise directly or indirectly out of or in respect of this contract or the services (or its maintenance) or by reason of any act or omission on the part of Eaglecoast Hosting to comply with its obligations under this contract.
- Notwithstanding anything herein contained or implied no employee, agent or director of Eaglecoast Hosting will be liable to the Subscriber for any breach of duty or care in contract, tort, equity or otherwise in relation to the performance of obligations under this contract or in relation to the subject matter of this contract.
- To the maximum extent permitted by law all terms, warranties or representations, whether statutory or otherwise and whether express or implied, oral or written as to the state, merchantability, quality, fitness for purpose or fitness of the services and its maintenance are hereby excluded. This shall survive termination of this contract.
- Any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied;
- Where the Subscriber or any registrant for whom the Subscriber act supplies incorrect information regarding a domain name and Eaglecoast Hosting incurs cost in any matter concerning that name then we may recover the costs incurred from the Subscriber.

7. Relationship of the Parties

- The Subscriber warrants it has not relied on any representation made by or on behalf of Eaglecoast Hosting which has not been expressly stated in this contract; or upon any publicity material or brochures produced by or on behalf of Eaglecoast Hosting.
- These Terms and Conditions constitute the complete and exclusive understanding between the parties in relation to the subject matter hereof and supersede all prior contracts, proposals, communications and representations made by either party (whether oral or written). These Terms and Conditions shall prevail over any inconsistent terms and conditions in any other contract between the parties whether in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished.
- Non Waiver: Failure by any party to enforce any right or obligation with respect to any matter arising in connection with these Terms and Conditions shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under these Terms and Conditions shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation.
- Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court of law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Force Majeure

Eaglecoast Hosting shall not be liable to the Subscriber or to any other person for any loss or damage directly or indirectly arising out of or in connection with any failure to perform any term of these Terms and Conditions where such failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation, or any other cause outside of Eaglecoast Hosting reasonable control.

Severability

Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Amendments to Terms and Conditions

Eaglecoast Hosting reserves the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this web site. The Subscriber's continued use of the web site or the Services following such notification will represent an agreement by the Subscriber to be bound by the Terms and Conditions as amended.

Linked Web Sites

- This web site may contain links to other web sites ("linked web sites"). Those links are provided for convenience only and may not remain current or be maintained.

- Eaglecoast Hosting is not responsible for the content or privacy practices associated with linked web sites.
- Links with linked web sites should not be construed as an endorsement, approval or recommendation by Eaglecoast Hosting of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.
- By default all domains, unless otherwise redirected, point to discount domains 'parked' page. This page may contain Google or Eaglecoast Hosting advertisements

Privacy Policy

Eaglecoast Hosting undertakes to comply with the terms of its privacy policy which is available on this web site.

Security of Information

No data transmission over the internet can be guaranteed to be totally secure. While Eaglecoast Hosting strives to protect such information, Eaglecoast Hosting does not warrant and cannot ensure the security of any information which the Subscriber transmits to Eaglecoast Hosting. Accordingly, any information which the Subscriber transmits to Eaglecoast Hosting is transmitted at the Subscriber's own risk. Nevertheless, once Eaglecoast Hosting receives the Subscriber's transmission, Eaglecoast Hosting will take reasonable steps to preserve the security of such information..