

Domain and Hosting Services Terms of Use

Introduction

These terms and conditions govern the use of the Synch.cc domain registration and hosting services. By contracting with Synch.cc for the services you will be lawfully regarded as having agreed to your use of the services specified being governed by this Agreement. Failure to comply with the Terms of Use, Acceptable Use Policy and/or any other contractual obligations may result in suspension or termination of the customer's services.

The customer or the customer's agent certifies that he/she is above the age of 18 years, has full contractual capacity and is duly authorised by the customer to contract on customer's behalf.

Domain Name Registration

Synch.cc registers domains on the Internet through the relevant governing bodies and hosts websites and related material, servers and systems on the Synch.cc server(s) and infrastructure on behalf of customers.

These terms and conditions apply to the use and registration of domain names and the web hosting services and hosting systems offered by Synch.cc.

Initial Set-up fees are non-refundable. Domain Name Registration fees constitute a once-off payment subject to certain renewal charges.

Cancellation

A cancellation request in respect of any Domain Registration or Web hosting service must be completed by email to internet@synch.cc one calendar month (30 days) before the date of ceasing the service.

Synch.cc reserves its rights to change its prices at any time on reasonable notice. Synch.cc reserves the right to stop offering certain web hosting package types if it deems it necessary. Synch.cc will then either provide the web hosting service for the remainder of the time that has been paid for or refund the amount paid for that specific package.

Payment and payment terms

Payments for services are due of presentation of invoices. Services may be suspended due to non-payment after 30 days of issue of invoice. In the case of a website being suspended due to non-payment a reconnection fee of R450.00 exclusive of Value Added Tax will be payable before the website is unsuspending.

In the case of an annual or biannual web hosting account being terminated by the client before their prepaid hosting term ends there will be a calendar month notice period and a R250 exclusive of Value Added Tax administration fee charged.

Synch.cc may record the existence of the customer's account with a Credit Bureau.

Synch.cc may record and transmit details of how the customer has performed to a Credit Bureau, and how the account is conducted by the customer in meeting their obligations on the account.

Liability for registration and use of domain names

Synch.cc has not and does not conduct pre-registration searches in respect of the customer's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name customer/customer about possible conflicting third party rights or to take steps to ensure against possible disputes concerning a third party's intellectual property or other rights.

The use or registration of the Domain Name by the customer does not interfere with nor infringe the rights of any third party in any jurisdiction with respect to trademark, service mark, tradename, company name, close

corporation name, copyright nor any other intellectual property right, and that customer has the right to use the Domain Name as requested.

Synch.cc cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, the customer acknowledges that Synch.cc may be presented with evidence that a Domain Name registered by the customer violates the rights of a third party. In such instance Synch.cc shall be allowed to provide a complainant with the customer's name and address and all further communication will exclude Synch.cc and Synch.cc will have no further obligations to the customer. In such instance the customer shall be entitled to continue using the Domain Name registered for customer by Synch.cc until a court or other body with jurisdiction directs otherwise.

Hosting services

Synch.cc reserves the right to suggest suitable alternatives to the customer and / or charge for excessive traffic as it deems necessary at its sole discretion.

Synch.cc reserves the right to move a website between web servers and internet backbones, both within South Africa and internationally as it deems necessary.

Synch.cc reserves the right (but does not assume any obligation) to inspect the contents of data that the customer transmits, receives or stores on an Synch.cc Server to ensure compliance with this Agreement or any applicable laws regulations or codes of practice.

Services may not be used to knowingly create, store or disseminate any illegal content and/or to send or promote spam. The customer at all times commits to lawfully conduct themselves in use of the service, including copyright and intellectual property rights.

Disclaimers, Limitations and Indemnities

Synch.cc will not be liable for any loss or damage, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, delict, or otherwise which may be suffered as a result of or which may be attributable, directly or indirectly, to the use and/or registration of the Customer's selected domain names/s OR ANY ACTION TAKEN BY SYNCH.CC IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The Customer hereby indemnifies and holds harmless Synch.cc against any loss whatsoever arising from any dispute or claim or other action occasioned by the Customer's use and registration of its selected Domain Name, even if Synch.cc has been advised of the possibility of such damages.

Synch.cc will not be liable for any indirect or consequential loss, damage, cost or expense of any kind, irrespective of how such damage or loss was caused, whether arising under contract, delict or otherwise, including, and not limited to, data loss or corruption, loss of profits, contracts, operation time and goodwill.

Neither Synch.cc, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Synch.cc's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Synch.cc Server service, unless otherwise expressly stated in this Agreement.

Synch.cc expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Synch.cc specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Synch.cc is not responsible if an external company network and firewall is setup to block access to services Synch.cc provides. If a client's network is setup to block certain ports or web addresses that compromise the services Synch.cc provides it is the client's responsibility to ensure that their network configurations are changed as necessary.

Use at Customer's risk

Synch.cc will exercise no control whatsoever over the content of the material hosted on, or the information passing through the Synch.cc network and in no way moderates such content.

Customer expressly agrees that use of Synch.cc's Server(s) and Services are at customer's sole risk. Synch.cc is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on the Synch.cc web servers, including e-mail, databases and site content.

Refusal of services based on network, domain and/or equipment identifiers

Synch.cc reserves the right to refuse domain and hosting services based on network, domain and/or equipment identifiers.

Termination

Should customer breach of any of the terms and conditions contained herein, including but not specifically limited to the payment terms, Synch.cc has the right (solely at Synch.cc's discretion) to immediately demand payment of the full amount owing and demand compliance forthwith with all the terms and conditions, alternatively to terminate the agreement and services forthwith, in either instance without in any way derogating from any common law, contractual and or delictual rights which Synch.cc may have.

Synch.cc reserves the right to suspend or terminate the service of any customer that does not comply with the terms and conditions, Acceptable Use Policy, or any other contractual obligations.

General provisions

Customer confirms that all statements made in this application are true and correct. Synch.cc reserves the right to request proof thereof.

Any disputes arising in relation to this application or the supporting documents shall be governed by the applicable laws of the Republic of South Africa.

Any form of abuse of Synch.cc staff will result in suspension or termination of your services, irrespective of the form and medium of this abuse.

In the event that any of the terms of this document are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Synch.cc reserves the right to remove any content hosted by that member which it considers illegal or for which it has received a take-down notice.