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SheerHosting cc

Terms and Conditions

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1. Important notice

1. You agree to provide SheerHosting with true and correct information in order to render service to you and you give SheerHosting permission to process your personal information.
2. You agree that these terms may change and that you will check regularly for these changes.
3. You agree that failure to settle amounts outstanding on your SheerHosting account will result in account suspension.
4. Acceptance of terms for any given service is not applicable to other services.
5. You limit SheerHosting's liability and indemnify SheerHosting for various acts or omissions.

2. Definitions

1. "SheerHosting" means SheerHosting CC or any other entity which SheerHosting CC may assign, cede or delegate any of their rights or obligations to.
2. "Client" is the party described as such on any application or service executed between it and SheerHosting.
3. "Domain" means an Internet subdomain registered with an authorised registrar appropriate to its top-level domain ("TLD") and comprising its constituent domain name server records including, but not limited to, host names, aliases and mail exchange ("MX") records.
4. "Supplier" means a supplier of goods and / or services to SheerHosting.

3. Client obligations

1. The client confirms that all information provided to SheerHosting is true and correct. SheerHosting reserves the right to request further information to validate any given information.
2. SheerHosting reserves the right to request verification of the identity of the primary account holder at any time. Failure to produce such verification may result in account suspension or cancellation of services.
3. SheerHosting's website and provided services have been developed to be used within the bounds of acceptable use. SheerHosting reserves the right to suspend or terminate any accounts which abuse the SheerHosting platform in any way.
4. SheerHosting reserves the right to define what is considered acceptable use of the SheerHosting platform.
5. SheerHosting reserves the right to remove any content hosted by clients which it considers illegal, offensive or contrary to the AUP.
6. SheerHosting reserves the right to suspend or terminate the account of any client found to be using SheerHosting's services to conduct any illegal or offensive practices. This is applicable to all services provided by SheerHosting.

4. Availability of services

1. SheerHosting cannot guarantee provision of requested services upon receipt of the application.
2. SheerHosting will not be held liable for any downtime of services resulting from matters outside of its control. We provide a best effort service managed by highly competent technical staff.
3. SheerHosting will not be held liable for downtime encountered as a result of misconfiguration of services (by the client), and/or deletion or corruption of files necessary for correct functioning of these services (by the client).

4. SheerHosting reserves the right to terminate a particular service offering for any reason determined unacceptable by SheerHosting.

5. Payment for services

1. SheerHosting will not accept any liability or responsibility for delays, suspensions or impact to services due to use of non-approved payment methods by clients.
2. SheerHosting will not accept any liability or responsibility for any downtime encountered as a result of service suspension/termination due to unpaid accounts.
3. SheerHosting reserves the right to suspend services for which there are outstanding fees past the payment due date for these services.
4. Accepted payment methods include EFT, Credit Card and Debit Order. Cash Deposits may incur additional fees levied against the client.

6. Term and termination

1. SheerHosting operates month-to-month and year-to-year contracts. Either the client or SheerHosting may terminate the agreement, of a particular Service at any point in time.
2. The client is able to terminate services via written notice of service cancellation by email to services@sheerhosting.com or Whatsapp text message to 0741441444. The client is responsible for ensuring that such cancellation of service is actioned with due attention to terms of cancellation, as well as cancellation conditions which require the client to specifically indicate a required process. Should the client incorrectly complete the cancellation process, SheerHosting will not be liable for any additional costs or compensation due to the error.

7. Client information and privacy

1. Clients signing up for services as a primary contact are considered as "the client" and no other parties will be permitted access or authority to the client account, even if they are a 3rd party recipient or affiliate of the "client".
2. SheerHosting will observe all privacy of information best practices, in accordance with the applicable laws of South Africa, including the Protection of Personal Information Act (POPI) of 2013.

8. Security

1. SheerHosting has implemented software, hardware, and physical security measures in line with good industry practice to ensure the protection of your data. SheerHosting does not warrant that breaches in security will not take place.
2. Clients should take care to ensure that no malicious software is executed on the SheerHosting platform.
3. SheerHosting takes necessary measures to ensure that disaster recover procedures are followed completely in the unlikely event of a disaster (software or hardware). SheerHosting provides no guarantee that this recovery will be successful or completed within any given time period.
4. The client consents to give SheerHosting full permission to their account for investigation in the unlikely event of system compromise relating to that account.

9. Domain registration

1. SheerHosting registers domains on the Internet through the relevant governing bodies and hosts websites and related material on the SheerHosting server(s) on behalf of clients. These terms and conditions apply to the use and registration of domain names and the web hosting services offered by SheerHosting.
2. The client will be bound by the terms and conditions of the relevant domain name space (e.g. .com or .co.za) under which any domain name registered on its behalf falls, and should become familiar with them.
3. SheerHosting will strive to ensure that registration and subsequent DNS propagation is effected in the shortest period of time. However, SheerHosting cannot be held liable for any delays that may accompany the registration of domains. Initial setup fees are non-refundable. Domain name registration fees constitute a once-off payment subject to certain renewal charges.
4. Should a domain name be registered with the incorrect spelling and you wish to have the spelling changed, a new domain name will need to be registered and there will be no refund for the incorrectly spelt domain name.

5. Should an unwanted domain be renewed after an invoice is paid or promised to be paid, there will be no refund for this renewal. It is the client's responsibility to ensure that they request cancellation of a domain before paying or promising to pay for any invoice including that domain's renewal.

10. Domain transfer

1. SheerHosting will transfer existing (registered) domains from existing hosting providers to SheerHosting's DNS and web servers. Upon requesting the transfer, and accepting the relevant service terms, the client explicitly agrees that it has the authority to do so, being the registrant of the domain in question, or having been nominated as an agent of the registrant. The client thereby indemnifies SheerHosting from any disputes regarding ownership of the domain and any claims as a result thereof.

11. Cancellation

1. Cancellation, by the client or SheerHosting, will result in any data being permanently removed from SheerHosting's servers. Clients are solely responsible for ensuring that backups are made of web content and email data, or any other data stored on their hosting space. SheerHosting will not be liable for loss of data, or be obliged to provide any such data once the hosting contract term has expired. Any backups made by SheerHosting will be made for legal purposes and not for data retention purposes and will not necessarily be made available to clients on request. There are no pro-rata refunds for monthly services cancelled at any point in the month.
2. Annual service cancellations: Any annually paid service that is cancelled is entitled to a refund which is calculated based on the following conditions:
 - o You will be charged the standard monthly rate (without any annual discount) for each month the service was used.
 - o An additional charge equivalent to one month of the service at the standard monthly rate will be applied as a penalty.
 - o Any payment processing fees incurred during the original transaction will also be deducted from the total refund amount.

The amount to be refunded will be calculated as follows:

Refund Amount = Total Annual Payment - ((Months Used + 1 Penalty Month) × Standard Monthly Rate)

Example calculation:

- o Annual service fee: R990 (for 12 months)
- o Monthly rate: R99
- o Service used for: 4 months
- o Refund = R990 - ((4 + 1) × R99) - R5 = R990 - R495 - R5 = R490

12. Hosting services

1. SheerHosting reserves the right to refuse to host certain client's websites and SheerHosting reserves the right to refuse to register certain client's domains
2. SheerHosting reserves the right to suggest suitable alternatives to the client and / or charge for excessive traffic or system resources as it deems necessary, at its sole discretion.
3. SheerHosting reserves the right to move a website between web servers and Internet backbones, both within South Africa and internationally as it deems necessary.
4. SheerHosting reserves the right (but does not assume any obligation) to inspect the contents of data that the client transmits, receives or stores on a SheerHosting Server to ensure compliance with this agreement, or any applicable laws regulations or codes of practice.
5. The client must immediately and adequately respond to a denial of service attack (DOS / DDOS). If the client's facilities are targeted by a DOS attack that affects other network users, the client's service will be suspended.

6. SheerHosting is not required to troubleshoot any issues relating to software installations (including, but not limited to, Wordpress) on your account. The only time this is a requirement is when SheerHosting has developed a website for the client.
7. SheerHosting is not obligated to provide support on any packages offered free of charge.

13. Backups

1. Clients are solely responsible for backing up their data and SheerHosting strongly encourages ALL hosting clients to do so as frequently and completely as possible. SheerHosting will not be liable for any data loss or any other losses or damages related to backups or data recovery without exception.
2. SheerHosting also cannot guarantee the condition or fitness of any backups provided. Such backups are provided "as is" and are used at the client's own risk and discretion - whether restored by SheerHosting by instruction from clients or by clients themselves.
3. SheerHosting will not be liable for any losses or damages relating to any incidents arising out of such backups being provided (or not provided) to clients on request.

14. Email and SPAM

1. SheerHosting provides a spam and virus filtering system to protect clients from unsolicited mail and viruses. The client acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the client. The client acknowledges and agrees that SheerHosting shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.
2. SheerHosting reserves the right to examine incoming or outgoing mail to the extent necessary to determine if it is classified as spam or malicious.
3. SheerHosting is not responsible for configuring emails on any email clients whatsoever. SheerHosting provides the platform which allows the accessibility of incoming and outgoing mails. Any configuration of email clients is to be management by the client's IT administrator.

15. Retention of rights

1. SheerHosting makes no claim to the intellectual property (such as data) of clients hosted on their servers. However, all equipment remains the property of SheerHosting and retention of data does not directly or indirectly give ownership of SheerHosting hardware to clients.

16. Software updates

1. SheerHosting is responsible for ensuring that operating system software pertaining to its servers is up to date.
2. SheerHosting is NOT responsible for ensuring that software installed on your account (including, but not limited to, Wordpress) is up to date. This is the responsibility of the client.

17. Complaints and appeal procedure

1. Should you not be happy with the level of service provided to you, please send an email with details to services@sheerhosting.com.

18. Domain expiry

1. If payment for a domain renewal is not received and cleared at least one working day before it expires, in addition to suspension, penalty fees for late renewal will be imposed by our suppliers and passed on to you. These fees and processes vary between types of domains and are, from time to time, changed by our suppliers.

19. Limitation of liability and indemnity

1. SheerHosting WILL NOT BE LIABLE TO THE CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY AND ALL DAMAGES, LOSS, CLAIMS OR COSTS, OF WHATEVER NATURE AND INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, SUFFERED BY THE CLIENT OR THIRD PARTY, HOWSOEVER ARISING, AND SheerHosting WILL MOREOVER NOT BE LIABLE WHETHER THE LOSS WAS THE RESULT OF THE ACT OR OMISSION OF A SheerHosting EMPLOYEE, VICARIOUS OR STRICT LIABILITY.

2. In the event that SheerHosting is nonetheless held liable, the quantum of SheerHosting liability will not exceed the monthly or pro-rata fees due for the Service that occasioned the loss, in the preceding three (3) months, regardless of whether the claim arises out of negligence on the part of SheerHosting or any other cause.
3. USE OF THE SERVICES INDICATES THAT THE CLIENT INDEMNIFIES AND HOLDS HARMLESS SheerHosting IN RESPECT OF ANY DAMAGES, LOSS OR COSTS OR CLAIMS INSTITUTED AGAINST SheerHosting ARISING FROM ANY APPLICATION OR SUBSCRIPTION TO OR USE OF ANY SERVICE OR BREACH OF THE TERMS AND CONDITIONS APPLICABLE TO IT.
4. These limitations on liability and indemnities apply to the benefit of SheerHosting and SheerHosting's affiliates, directors, officers, employees, contractors, agents and other representatives, as well as any third parties whose networks are connected to the SheerHosting platform.
5. Nothing contained in this clause will limit the client's liability in respect of charges incurred for ongoing services.
6. If the consumer protection act 68 of 2008 is applicable to this agreement, and any provision of this clause is found by a court or tribunal with jurisdiction over SheerHosting to be unfair, unreasonable or unjust, then that provision (whether it be a word, phrase or sub-clause) will be severed, and the remainder of this clause will have full force and effect.
7. In the case of ambiguity, this clause will take precedence over any expression of the parties' intention, whether express or implied, that may be contained elsewhere in this agreement.
8. SheerHosting has not and does not conduct pre-registration searches in respect of the client's use and registration of its selected Domain Name/s and is therefore not obliged to either advise the Domain Name client 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.
9. SheerHosting reserves the right to disclose pertinent information to registrars for public disclosure as per the terms and conditions of the registrar. SheerHosting will not be held liable for any claims of infringement of privacy by fulfilling such registration conditions.
10. The client indemnifies SheerHosting by warranting that the use or registration of the Domain Name by a client 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 client has the right to use the Domain Name as requested.
11. SheerHosting cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, clients acknowledge that SheerHosting may be presented with evidence that a Domain Name registered by a client violates the rights of a third party. In such instance SheerHosting shall be allowed to provide a complainant with the client's name and address and all further communication will exclude SheerHosting and SheerHosting will have no further obligations to the client. In such instance the client shall be entitled to continue using the Domain Name registered for the client by SheerHosting until a court or other body with jurisdiction directs otherwise.
12. SheerHosting 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 client's selected domain names/s OR ANY ACTION TAKEN BY SheerHosting IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.
13. The client hereby indemnifies and holds harmless SheerHosting against any loss whatsoever arising from any dispute or claim or other action occasioned by the client's use and registration of its selected Domain Name, even if SheerHosting has been advised of the possibility of such damages.

14. SheerHosting 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.
15. Neither SheerHosting, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that SheerHosting's hosting 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 hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the SheerHosting hosting service, unless otherwise expressly stated in this Agreement.
16. SheerHosting expressly limits its liability to the client for damages suffered due to any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. SheerHosting specifically denies any responsibilities for any damages arising as a consequence of such unavailability.
17. SheerHosting is not responsible if an external company network and firewall is setup to block access to services SheerHosting provides. If a client's network is setup to block certain ports or web addresses that compromise the services SheerHosting provides it is the client's responsibility to ensure that their network configurations are changed as necessary.
18. Clients also hereby indemnify SheerHosting against any 3rd party claims against themselves as resellers or services provided to the public or privately. Clients will be solely liable to external parties for losses and may, in no way, petition SheerHosting to share or cover such losses or liability, either directly or indirectly. SheerHosting is also indemnified from direct claims from clients for losses incurred due to 3rd party actions or claims.