



Riptide Technology Hosting

Terms and Conditions

This is an agreement between you, the purchaser (hereinafter referred to as the Account Holder) and Riptide Technology CC t/a Riptide Technology regarding your use of Riptide Technology's hosting environments. This Agreement governs the Terms and Conditions under which Riptide Technology makes the services offered available to individual consumers, businesses, resellers and their customers (hereinafter collectively referred to as "customers") in connection with web hosting or similar services.

This Agreement applies to all accounts, sub-accounts, and alternative account names associated with the Account Holder's principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account.

For resellers this Terms and Conditions must be read in conjunction with our Reseller Terms and Conditions, which may be subject to change from time to time. It is the responsibility of the Account Holder to ensure that it complies with the latest edition in force at any given time.

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is the Account Holder's responsibility to ensure that it and its customers comply with the latest edition of the AUP in force at any given time.

These Terms and Conditions may be revised, without notice, at any time, at the sole discretion of Riptide Technology. Completion of the relevant application form, or use of the hosting service provided is deemed to be an agreement to our Terms and Conditions.

1. Term & Cancellation

- a. Riptide Technology will host an account for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan agreed upon by the Account Holder and Riptide Technology. This contract will be automatically renewed at the end of the Term and each successive renewal term, until service is terminated, but will stay binding for the full service period and any later business related to the service period.



RiptideTechnology

P.O. Box 11886

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Reg. No.: 2008/088893/23

info@riptidecc.com

www.riptidecc.com

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- b. We require notification of non-renewal with at least 2 working days notice prior to the renewal date for all services with exception to Dedicated Services, Domain Renewal Services and Virtual Private Services. We require notification of non-renewal with at least 90 days notice prior to the renewal date for all Dedicated Services and Virtual Private Services. We require notification of non-renewal with at least 30 days notice prior to the renewal date for Domain Renewal Services.
 - c. The Account Holder must send a notification in writing via e-mail or fax to the Accounts Department's contact details displayed on www.riptidecc.com. If you do not provide this notice, you will be liable for the next term's renewal fee at the applicable rate.

2. Outstanding Payments

- a. If the Account Holder's account becomes overdue by more than 30 (thirty) days, the account will be suspended. An administration fee of R50.00 (fifty rand) or 10% (ten percent) of the outstanding amount, whichever is greater, shall be charged to the account and interest shall accrue on the overdue account at a rate of 10% per month until the outstanding balance is paid in full.
- b. Suspended accounts shall only be reactivated once a payment plan is established for all outstanding amounts including administration fees and interest.
- c. The Account Holder agrees that Riptide Technology may place a "suspended" notice on any or all web service that is connected to the Account Holder's account, that is suspended according to Section 2(a).
- d. If the Account Holder's account is overdue for 60 (sixty) days, the account will be handed over to an outside collection agency. At that time the account holder will incur a R300 (three hundred rand) collection fee added to the balance previously due.
- e. Riptide Technology may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
- f. The Account Holder agrees to indemnify and hold harmless Riptide Technology from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses resulting from such action described in Section 2(a) and Section 2(e).

3. Service Level Agreement

- a. Riptide Technology's services are provided on an as is, as available, basis without warranties of any kind, either express or implied, including, but not limited to, warranties



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of merchantability, fitness for a particular purpose or non-infringement. Riptide Technology expressly disclaims any representation or warranty that the services will be error-free, secure or uninterrupted.

- b. No oral advice or written information given by Riptide Technology, its employees, licensors of the like, will create a warranty, nor may you rely on any such information or advice.
- c. Riptide Technology reserves the right to select the server for the Account Holder's website. The Account Holder understands that the services provided by Riptide Technology are provided on a shared server. If the Account Holder's website overwhelms the server and causes complaints from other customers, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website to a dedicated or dedicated virtual server. If the Account Holder refuses to comply with this Section, then Riptide Technology has the right to terminate the services provided to the Account Holder.
- d. Riptide Technology will use its best efforts to maintain a full time internet presence for the Account Holder's services. The Account Holder acknowledges that the network may, at various time intervals, be down due to, but not limited to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Riptide Technology be liable to the Account Holder for any damages or lost profits resulting from or related to any failure of such.
- e. Once your account has exceeded its allocated resource limits (such as, but not limited to disk space) additional fees will be applied. Full responsibility for any excess resources generated by an account is assumed by the account holder. Temporary closure of accounts after resource exhaustion will not be applied automatically.
- f. You agree that Riptide Technology may establish limits concerning use of any Riptide Technology service offered on any Riptide Technology web site, including but not limited to: The maximum number of days that email messages will be retained, the maximum number of email messages that may be sent from or received by an account, the maximum size of an e-mail message that may be sent from or received by an account, the maximum disk space that will be allotted on servers on your behalf either cumulatively or for any particular service.
- g. You agree that Riptide Technology has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Riptide Technology service.
- h. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Riptide Technology service may change at any time.
- i. Riptide Technology's shared hosting infrastructure supports any script, subject to the following conditions:



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- i. The script must install by uploading it to the hosted web site via ftp.
 - ii. The script must be configured or installed by accessing a web service or web based installation script which does not require any environment changes to the server in which it should be hosted on.
 - iii. Any changes needed to the hosted environment must be supported by the control panel in which the server is managed.
 - iv. The script does not require elevated privileges, installation via an executable install package or MSI install package.
- j. In the event that any script or application fails to run within the constraints of a shared hosted environment, the reseller acknowledges that he or she will need to purchase a dedicated server to host such application or script.

4. Right of Service Reserved

- a. Riptide Technology reserves the right to refuse or terminate its service if any of the content within, or any advertisement on, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Riptide Technology's then current AUP, in the sole and absolute opinion of Riptide Technology.
- b. If Riptide Technology assigns the Account Holder an Internet Protocol (IP) address in connection with the Account Holder's use of the Riptide Technology services, the right to use that IP address will remain with and belong only to Riptide Technology, and the Account Holder will have no right to use that IP address except as allowed by Riptide Technology in its sole and absolute discretion.

5. Indemnification

- a. The content of the Account Holder's websites is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Riptide Technology from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Riptide Technology, (hereinafter collectively referred to as "Claims") related to or in connection with the content of any of the Account Holder's websites.
- b. The Account Holder is required to have a fundamental understanding of the functions available to him via the Control Panel (CP) of his website. In the event that the Account Holder's website or email goes offline due to inappropriate use or configuration of the Control Panel, the Account Holder agrees to indemnify and hold harmless Riptide Technology from any damages or lost profits resulting from or related to any failure of such.
- c. In the event of any partnership break-up, divorce or other legal problems that includes



the Account Holder, the Account Holder understands that Riptide Technology will remain neutral and may put the account on hold until the situation has been resolved and ownership can be determined. Under no circumstances will Riptide Technology be liable for any losses incurred by the Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold Riptide Technology harmless from any and all Claims arising from such ownership disputes.

6. Account Holder's Responsibilities

- a. The Account Holder is responsible for maintaining the confidentiality of its credentials and other related sensitive information.
- b. The Account Holder is responsible for maintaining strong passwords for services.
- c. In the event of a breach of security through the Account Holder's accounts, the Account Holder will be liable for any unauthorized use of Riptide Technology's services, including any damages that may result therefrom.
- d. Should any additional fee's arise from resource consumption due to poor credentials (such as, but not limited to "test" or "admin" accounts) no fault shall be levied on Riptide Technology.
- e. In the event that a user's account is compromised due to weak passwords, poor scripting or lack of knowledge, the user accepts all responsibility for any transactions conducted on the users account.

7. Data Monitoring

- a. Riptide Technology reserves the right to monitor all inbound and outbound data transmissions for statistic, performance and anti-spam purposes. Information gathered within such reports may be used to determine acceptable usage, averages and service performance.
- b. Information gathered by such monitoring remains property of Riptide Technology and may not be distributed to any third party without written consent.

8. Interception of Data

- a. Riptide Technology reserves the right to intercept any data which enters into or originates from its networks without prior notification. Interception may include, and without limitation the rejection of transmission, archive of transmission data, transmission throttling.



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9. Conditions

- a. This Agreement constitutes the entire agreement between the Account Holder and Riptide Technology with respect to Riptide Technology services and supersedes all prior agreements between the Account Holder and Riptide Technology.
- b. Riptide Technology's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.
- c. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.
- d. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa.
- e. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover attorney-and-client costs from the moment of handing over the matter to attorneys until date of final payment.
- f. The Account Holder agrees to indemnify and hold Riptide Technology harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Riptide Technology will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement.
- g. The interpretation and enforcement of this Agreement shall be governed according to the laws of the Republic of South Africa (excluding its choice of law rules). The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of South Africa for any action arising out of or relating to the Account Holder's use of the Riptide Technology services. The federal and provincial courts of South Africa will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney fees.

10. Modifications

- a. Riptide Technology reserves the right to add, delete, or modify any provision of this Terms and Conditions at any time without notice.