

ProDev Technologies Domain and Hosting Services Terms of Use

Introduction

These terms and conditions govern the use of the ProDev Technologies domain registration and hosting services. By contracting with ProDev Technologies for the services you will be lawfully regarded as having agreed to your use of the services specified being governed by this Agreement.

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

Domain Registration

ProDev Technologies registers domains on the Internet through the relevant governing bodies and hosts websites and related material on the ProDev Technologies 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 ProDev Technologies.

Domain registration may be discounted or offered free of charge with Hosting products, depending on the nature and type of TLD (Top Level Domain). This offer is based on the assumption that the domain (and site content) will be hosted with ProDev Technologies for a reasonable period. We reserve the right to, at our discretion, charge a parking fee where a minimum period (3 months) has not been observed on the Hosting product before downgrading to a Parking product. The fee will depend on the type of domain and applicable administration fees.

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

Domain Transfer

ProDev Technologies will transfer existing (registered) domains from existing hosting providers to ProDev Technologies's DNS and web servers. Upon requesting the transfer, and accepting the Terms & Conditions, the client explicitly agrees that they have the authority to do so, being the owner of the domain in question, or having been nominated as an agent of the legal owner. The client thereby indemnifies ProDev Technologies from any disputes regarding ownership of the domain and any claims as a result thereof.

Cancellation

A cancellation request in respect of any Domain Registration or Web Hosting service must be completed via email one calendar month (30 days) before the date of ceasing the service.

ProDev Technologies reserves its rights to change its prices at any time on reasonable notice. ProDev Technologies reserves the right to stop offering certain web hosting package types if it deems it necessary. ProDev Technologies 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

The amounts owing for the initial month will be pro-rated from the date of signature to the end of the initial month and shall be added to the first debit at the end of the subsequent month. Clients

shall ensure that there are sufficient funds in the account, details of which have been supplied to ProDev Technologies to cover such amount.

In the event that a debit order amount is recalled due to incorrect information supplied by the client or due to insufficient funds in the client's bank account the hosting of the website will be immediately suspended.

In the case of a website being suspended due to non-payment a reconnection fee of R150.00 will be payable before the website is unsuspended.

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 R100 administration fee charged.

ProDev Technologies may record the existence of the client's account with a Credit Bureau.

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

Liability for registration and use of domain names

ProDev Technologies 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.

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.

ProDev Technologies cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, clients acknowledge that ProDev Technologies may be presented with evidence that a Domain Name registered by a client violates the rights of a third party. In such instance ProDev Technologies shall be allowed to provide a complainant with the client's name and address and all further communication will exclude ProDev Technologies and ProDev Technologies 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 ProDev Technologies until a court or other body with jurisdiction directs otherwise.

Hosting services

ProDev Technologies does NOT provide SMTP mail services by default with shared hosting packages.

ProDev Technologies reserves the right to suggest suitable alternatives to the client and / or charge for excessive traffic as it deems necessary, at its sole discretion.

Bandwidth Usage Allocations (and unlimited web traffic on Shared Hosting) are based on calculated normal usage as intended for the specific product. The following activities (and resultant excessive bandwidth usage) are prohibited and ProDev Technologies reserves the right, at its sole discretion, to summarily suspend services as provided by the Acceptable Usage Policy:

- Running Torrents for download or Seed Servers,
- TOR (or other Online Anonymity Services), or
- Otherwise circumventing the Acceptable Usage Policy or intended use of the product

ProDev Technologies reserves the right to suggest suitable alternatives to the client for excessive

Web Server Processor usage as it deems necessary, at its sole discretion.

ProDev Technologies reserves the right to move a website between web servers and internet backbones, both within South Africa and internationally as it deems necessary. If a client moves in excess of their monthly web traffic allocation, then the client will be contacted and various options will be presented.

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

Disclaimers, Limitations and Indemnities

ProDev Technologies 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 ProDev Technologies IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

The Client hereby indemnifies and holds harmless ProDev Technologies 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 ProDev Technologies has been advised of the possibility of such damages;

ProDev Technologies 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 ProDev Technologies, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that ProDev Technologies'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 ProDev Technologies Server service, unless otherwise expressly stated in this Agreement.

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

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

100% Website Uptime Guarantee

The 100% website uptime guarantee is applicable only if the web server on which a client's shared web hosting account resides crashes or goes down at an unscheduled time. This guarantee is not valid if there is any network problem between the client and the web server which prevents the client from seeing the web server, e.g. if the client's ISP's link to the respective data centre goes down or is faulty, but the web server ProDev Technologies hosts is still up, we are not responsible for the client not being able to reach their website.

ProDev Technologies is not responsible if any third party operated network or service experiences problems and outages (i.e. all network infrastructure and links, client 's internet connection, firewall service managed by external parties). If the applicable web server is up and running at all times then the website will deemed to have achieved 100% uptime.

The 100% website uptime guarantee does not apply to any scheduled downtime for maintenance of any of the ProDev Technologies web servers. If there is scheduled maintenance to be done the client will be notified at least 24 hours in advance. The scheduled maintenance will always be done after hours (based on Central African Time (CAT)) and the web server downtime will be kept to a minimum.

Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services.

Use at Clients's risk

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

Clients expressly agree that use of ProDev Technologies's Server(s) and Services are at the client's sole risk.

ProDev Technologies 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 ProDev Technologies web servers, including e-mail, databases and site content.

Limitation on mail size

Individual mail sent to the client's POP3/IMAP box or forwarded to the client's existing email address may be limited to 3000kB in size each.

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

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

Termination

Should the client breach of any of the terms and conditions contained herein, including but not specifically limited to the payment terms, ProDev Technologies has the right (solely at ProDev Technologies'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 ProDev Technologies may have.

ProDev Technologies reserves the right to suspend or terminate the service of any client that does not comply with the terms and conditions, Acceptable Use Policy, Acceptable Hosting Policy or any other contractual obligations.

General provisions

Clients hereby confirm that all statements made in this application are true and correct. ProDev Technologies 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 ProDev Technologies 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.

ProDev Technologies 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.

Identity Verification Requirements (RICA)

Products, such as Web Hosting, ProDev Technologies reserves the right to, at any time, request verification of the identity of the Primary Account Holder. Failure to produce such verification could result in summary suspension or cancellation of the product(s).

Debit Order Authorisation

By accepting these Terms and Conditions, clients hereby authorize ProDev Technologies to debit their nominated bank account or credit card any variable amount pertaining to the service or products they have selected, on sign up for a calculated pro-rata and thereafter in the beginning of each month (or on signup entirely for purchase of non-service products). This sum being the amount for settlement of the monthly amount due by the client in respect of services or products.

The client authorises ProDev Technologies's nominated agent to debit their account or card on ProDev Technologies's behalf. The debit authority will remain in force until such services or products are cancelled, though the client agrees that debits related to cancellation notice periods will be honoured before the expiration of the debit authority.

The client agrees that the party hereby authorized to debit their bank account or credit card may not cede or assign any of its rights and that the client may not cede any of their obligations in terms of this debit order instruction to any third party without prior written consent of the authorized party.

Domain Registrar terms and conditions

In addition to the above the following terms and conditions are applied by the relevant domain registrars for the following domains:

- .CO.ZA domains [Terms and Conditions](#)
- All .UK domains [Terms and Conditions](#)
- .US.COM, .EU.COM, .BR.COM, .CN.COM, .DE.COM, .HU.COM, .NO.COM, .QC.COM, .RU.COM, .SA.COM, .SE.COM, .SE.NET, .UK.COM, .UK.NET, .UY.COM & .ZA.COM domains
[Terms and Conditions](#)