

WebHost hosting and website development agreement:

Terms of Service

Whereas, WebHost web hosting is an information provider connected to the Internet WebHost web hosting offers storage and transfer services over the Internet through access to its 3rd Party web server;

Whereas, Customers seeks to utilize WebHost web hosting's server for its own purposes;

Whereas, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, WebHost web hosting can make no guarantee that any given reader shall be able to access WebHost web hosting's server at any given time.

WebHost web hosting represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows;

Financial Arrangements

Customer agrees to a thirty (30) day minimum or longer period as stated in this document, where the contract is beginning upon commencement of service, all hosting services needs to be paid for in advance for the period as agreed upon. Exact contract duration is decided upon at signup.

Customer agrees that all charges and fees associated with an account are their sole responsibility.

If the customer wishes to cancel WebHost web hosting services, the customer needs to in written cancel web hosting services contract with at least one calendar month (30 Days) notice prior to termination of services contract. Billing will stop at end of term during which the service is cancelled.

At the end of the contract term, the contract will automatically renew for the original contract length indefinitely until cancelled in writing. After the one calendar month (30 Days) notice a cancelled hosting service contract will be cancelled before the next payment is due and no more billing will occur nor will any payment be refunded, even for unused portions of such hosting contract. If any non-refundable charges have already been incurred, they must be paid before notice is given for the cancelation of the hosting account. WebHost hosting services creates and send billing invoices on or as near as possible to the 26th of each month by electronic mail. If you did not receive your billing by the last day of the month, please enquire as invoices might get lost due to email servers malfunctions of our or the clients service providers. All invoices needs to be paid by the fifth (05) of the next month, if not paid by 24H00 on the 5th WebHost hosting services may terminate your website and/or hosting account, in which case a reconnecting fee of N\$500.00 will be applicable, with the full payment of all outstanding fees in cases where the client had an arrangement of paying off any part of the service.

Webhost reserves the right to charge 10% interest on all overdue invoices.

Webhost do not renew any domain if it is not paid for in full before expiring date.

WebHost Web Hosting reserves the right to disconnect any website or server deemed to present a security threat to WebHost's customers, servers, or network.

The opening of multiple accounts or service plans in order to bypass any restrictions or overage charges set forth by WebHost is grounds for termination of all services.

WebHost web hosting makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. WebHost web hosting also disclaims any warranty of

merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of WebHost web hosting is at the Customer's own risk, and WebHost web hosting specifically denies any responsibility for the accuracy or quality of information obtained through its services. Any mention of connection speeds associated with WebHost's services represents the maximum achievable speed. WebHost does not guarantee that the customer will achieve the maximum connection speed at all times, as this depends on a variety of factors (including your own internet connection!).

Trademarks & Copyrights

Customer warrants WebHost that it has the right to use the trademarks and copyrights applicable to all content and/or products being made available through the customer's account, and is as such available on the customer's website, hosting account.

Guaranteed Uptime

WebHost guarantees 99.9% uptime, as this is a promise of our 3de party hosting service

WebHost is under no obligation to compensate Customer for downtime, whether the downtime be caused by Customer, WebHost Web Hosting, 3de party hosting service or customers upstream providers.

Customer agrees that hosting payments are NONREFUNDABLE. For example, if Customer submits payment for twelve (12) months of service, service will be provided for twelve (12) months and will not be refunded if Customer chooses to discontinue service with WebHost mid-way through the term.

Age

The Customer certifies that he or she is at least 18 years of age, or that their parent or legal guardian will act as the "customer" in terms of this contract.

Termination

This contract may be terminated by either party, without cause, by giving the other party 30 days written notice. WebHost Web Hosting will accept termination by electronic mail. Notwithstanding the above, WebHost Web Hosting may terminate service under this contract at any time, without penalty, if the Customer fails to comply with the terms of this contract, including non-payment. WebHost Web Hosting reserves the right to charge a reinstatement fee.

Limited Liability

Customer expressly agrees that use of WebHost Web Hosting's Server is at Customer's sole risk. Neither WebHost Web Hosting, its employees, affiliates, agents, third party information and service providers, merchants licensors or the like, warrant that WebHost Web Hosting'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 WebHost Web Hosting Server service, unless otherwise expressly stated in this contract.

Under no circumstances, including negligence, shall WebHost Web Hosting, its offices, agents or anyone else involved in creating, producing or distributing WebHost Web Hosting's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the WebHost Web Hosting Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to WebHost Web Hosting's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on WebHost Web Hosting's Server service.

Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Customer paid during the term of this contract and any reasonable legal fee and court costs.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold WebHost Web Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against WebHost Web Hosting, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless WebHost Web Hosting against Liabilities arising out of:

any injury to person or property caused by any products sold or otherwise distributed in connection with WebHost Web Hosting's Server;

any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party;

copyright infringement;

any defective product which Customer sold on WebHost Web Hosting Server.

Updates

WebHost Web Hosting reserves the right to update and change this "Terms" on a regular basis, and make this terms available on our website www.webhost-na.com.

Customers agree to read and keep yourself informed with this "Terms" while using the WebHost hosting services.

Last Update: 27/9/2021

WebHost Hosting and web design

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