

TSWANADOMAINS TERMS OF SERVICE

Table of Contents

1.) ACCOUNT SETUP, EMAIL ON FILE AND GENERAL BILLING DETAILS	2
2.) CONTENT	4
3.) ZERO TOLERANCE SPAM POLICY	8
Limits	9
Mailing Lists Rules	10
4.) PAYMENT INFORMATION	12
5.) BACKUPS AND DATA LOSS	14
6.) CANCELLATIONS AND REFUNDS	15
7.) RESOURCES	16
7a.) Resource Usage	16
7b.) Inodes	16
7c.) Backup Limit	17
8.) BANDWIDTH USAGE	18
9.) ORDERS	19
9a.) Order Processing	19
9b.) Uptime Guarantee	19
10.) RESELLER: CLIENT RESPONSIBILITY	20
11.) SHARED HOSTING ACCOUNTS (NON-RESELLER)	20
12.) DEDICATED AND VIRTUAL PRIVATE SERVERS (VPS)	20
13.) PRICE CHANGE	20
14.) COUPONS	21
15.) DISPUTE RESOLUTION	21
15a.) Indemnification	21
15b.) Arbitration	21
16.) ACCOUNT SUSPENSION AND TERMINATION	23
17.) MISCELLANEOUS	24
18.) SUPPORT	24
19.) DISCLAIMER	24
20.) DISCLOSURE TO LAW ENFORCEMENT	25
21.) CHANGES TO THE TOS	25

1.) ACCOUNT SETUP, EMAIL ON FILE AND GENERAL BILLING DETAILS

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud.

There might be times where account activation is delayed. This usually only happens during times of promotions and discounts where many transactions take place in a short period of time.

It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times.

If you have a domain name registered with Rent To Buy (PTY) LTD T/A Tswanadomains, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. Rent To Buy (PTY) LTD T/A Tswanadomains is not responsible for a lapsed registration due to outdated contact information being associated with the domain or a delay in action from the client to renew the domain. If you need to verify or change this information, you can contact us or log into the client area.

Providing false contact information of any kind may result in the termination or suspensions of your account. In dedicated server purchases or high risk transactions, it may be necessary to provide further identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied. Furthermore, we will pass fraudulent activity onto the relevant authorities.

Ownership

The person doing the electronic fund transfer, the credit card owner or the owner of the PayPal e-mail address which is utilized for payment on the hosting account is designated as the authorized owner of the account. Please note that this does not apply to domain names where the owner is in fact the person entered as the registrant contact, which by law, must be a representative of the company authorised to use the domain name. These rules are particularly strict when it comes to dot .bw domain names, dot pro domain names and a few others.

Data transfers

We will make every effort to help you move your site to us. However, transfers are provided as a courtesy service and we can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each

hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host. In other cases there might also be a fee involved depending on the effort involved in completing the transfer.

Dedicated IP Address Allocation

Any dedicated IP order in addition to ones provided with a hosting package may be subject to IP Justification. Justification practices are subject to change to remain in conformity with policies of American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

Third Party Providers

All transactions with third party providers are solely between the visitor and the individual provider. Rent To Buy (PTY) LTD T/A Tswanadomains is not the agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

All discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. All transactions with third party providers are subject to the terms and conditions under which the provider agrees with you to provide the goods or services. You should confirm the terms of any purchase and/or use of goods or services with the specific provider with whom you are dealing.

We do not make any representations or warranties regarding, and are not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers.

2.) CONTENT

All services provided by Rent To Buy (PTY) LTD T/A Tswanadomains may only be used for lawful purposes. The laws of Namibia, South Africa, the State of Florida, the State of Texas, and the United States of America apply. Should any laws be broken, Rent To Buy (PTY) LTD T/A Tswanadomains is obligated to report it to the relevant authorities.

The customer agrees to indemnify and hold harmless Rent To Buy (PTY) LTD T/A Tswanadomains from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting or possibly reported to the relevant authorities.

If you believe that your copyright or trademark is being infringed upon, please contact us. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on all servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Spam Software or any software used to send unsolicited mail
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures/Bank Debenture Trading Programs
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs

- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Push button mail scripts
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

Examples of unacceptable material on all Dedicated servers include:

- IRCD (irc servers)
- IRC Scripts/Bots
- Pirated Software/Warez
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/spam Scripts
- Escrow
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

Rent To Buy (PTY) LTD T/A Tswanadomains's services, including all related equipment, networks and network devices are provided only for authorized customer use. Rent To Buy (PTY) LTD T/A Tswanadomains systems may be

monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Rent To Buy (PTY) LTD T/A Tswanadomains's system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. Rent To Buy (PTY) LTD T/A Tswanadomains may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department or support department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email.

In most cases websites hosted on Rent To Buy (PTY) LTD T/A Tswanadomains's servers are regulated by U.S. law. Given this fact, and pursuant to Section 230(c) of the Communications Decency Act, we do not remove allegedly defamatory material from domains hosted on our service(s). The only exception to this rule is if the material has been found to be defamatory by a court, as evidenced by a court order. Rent To Buy (PTY) LTD T/A Tswanadomains is not in a position to investigate and validate or invalidate the veracity of individual defamation claims, which is why we rely on the legal system and courts to determine whether or not material is indeed considered defamatory. In any case in which a court order indicates material is defamatory, libelous, or slanderous in nature; we will disable access to the material. Similarly, in any case in which a Court has placed an injunction against specified content or material; we will comply and remove or disable access to the material in question.

The language of Section 230(c) of the Communications Decency Act fundamentally states that Internet services providers like Rent To Buy (PTY) LTD T/A Tswanadomains.com and many of Rent To Buy (PTY) LTD T/A Tswanadomains.com's other webhosting services and brands are republishers and not the publisher of content. Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content

on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, Rent To Buy (PTY) LTD T/A Tswanadomains should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under Rent To Buy (PTY) LTD T/A Tswanadomains.com's webhosting service(s).

If in doubt regarding the acceptability of your site or service, please [contact us](#) and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita). Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account. Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible.

Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3.) ZERO TOLERANCE SPAM POLICY

Rent To Buy (PTY) LTD T/A Tswanadomains takes a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam and we will report people to the necessary authorities that do not respect this policy.

Spamming, i.e. the sending of unsolicited email, from any Rent To Buy (PTY) LTD T/A Tswanadomains server or any server located on the Rent To Buy (PTY) LTD T/A Tswanadomains network is STRICTLY prohibited.

Offenders could be held liable to a fine or risk being reported to the authorities, should they be found to send unsolicited e-mail using either the Rent To Buy (PTY) LTD T/A Tswanadomains servers or sending spam to the Rent To Buy (PTY) LTD T/A Tswanadomains servers. This fine may also be applied if after being warned, your account is compromised due to your own negligence and used to send spam e-mails. Paid removals from any blacklist (as a result of spam sent from an account) will also be charged to the account of the person who's account was used for spamming.

"Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, social networks or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Rent To Buy (PTY) LTD T/A Tswanadomains.

Rent To Buy (PTY) LTD T/A Tswanadomains will be the sole arbiter as to what constitutes a violation of this provision. This also includes Opt-in Opt-out mail programs and mail that either directly or indirectly references a domain contained within an account at Rent To Buy (PTY) LTD T/A Tswanadomains.

Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Rent To Buy (PTY) LTD T/A Tswanadomains customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.

Purchasing, selling, or utilizing lists of email addresses from 3rd parties for mailing to or from any Rent To Buy (PTY) LTD T/A Tswanadomains.-hosted domain, or referencing any Rent To Buy (PTY) LTD T/A Tswanadomains account, is prohibited.

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Terms and Conditions or the Terms and Conditions of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, text-bombing, unsolicited bulk text messaging or denial of service attacks is prohibited.

Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org is prohibited.

All commercial email marketing companies must adhere to the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act of 2003. In addition such companies are prohibited the sending of bulk mail from "disposable domain names" with whois privacy protection.

Limits

There is a 500 outgoing email hourly limit per domain. This limit is also applied towards Mailman. If you send over this amount in any hour, most of the e-mails will bounce back with an undeliverable error. If this occurs, it will then take some time for your account to be able to send again so we recommend waiting at least 1 hour after this issue occurs to begin sending email again.

Many of our servers have a limit of 30 POP3/IMAP checks per hour per each user's connecting IP address. If you go over this you're likely to get a wrong password error message or an error stating "login incorrect". If this occurs, please wait an hour and it will automatically unblock you. To prevent this from happening again, please make sure to disable auto checking or at least set it to something higher such as once every 10 minutes.

Any mailing list larger than 5,000 addresses will require a dedicated server or VPS hosting solution from us. Note: Dividing one large list into smaller lists to get below this limit is not allowed.

There is also a limit to the number of Mailman mailing lists permitted as follows (NOTE: This does not apply to other mailing list programs such as PHPList. This only applies to Mailman.)

- Lite Hosting Package: 20 Mailman mailing lists
- Advanced Hosting Package: 25 Mailman mailing lists
- Premium Hosting Package: 50 Mailman mailing lists
- Reseller and Dedicated packages: Unlimited number of Mailman mailing lists

Mailing Lists Rules

1. Any time you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 email every 8 seconds. (Sending 1 every 8 seconds would send 450 emails within 1 hour, keeping you below the 500 outgoing email limit.) If the mailing list software you're using does not allow you to throttle you must switch to an application or script that will. We recommend [PHPList](#), which can be found in your cPanel, under Quickinstall.

IMPORTANT: If you do not throttle and you try sending 500 emails, the server will try sending all 500 in 1 second which is not possible on our shared servers. This will cause a very high load on the server and the entire server will be sluggish, potentially affecting your sites and service, until this sending process is completed. It is our job to keep the server up and running without being sluggish or experiencing issues. Anyone who causes the server's load to go high will be suspended and the process will be terminated. If you choose not to throttle, you will most likely be suspended for crashing the server.

2. Any mailing list over 900 email addresses is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1AM - 8AM Eastern Standard Time, Monday through Friday.

3. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were

given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.

Email Scripts must be able to handle and document all information from a double opt-in list. This includes processing opt-outs (via web or email) and list removal on bounce backs. All opt-outs or bounce back removals must be handled in a timely manner, and outbound mail must be throttled on shared packages to a maximum of five hundred (500) emails per hour. If your account is found to be using a script that does not meet these requirements, Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to suspend, terminate, or deactivate your script or account.

4. Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.

5. Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>.

6. No direct SMTP mailers are allowed. An example of this would be a Darkmailer or The Bat!. Any mail should be sent through the local mail server/MTA for further delivery by the server and not done directly by scripts.

1. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.

2. Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.

3. Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: <http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>.

4.) PAYMENT INFORMATION

You agree to supply appropriate payment for the services received from Rent To Buy (PTY) LTD T/A Tswanadomains in advance of the time period during which such services are provided, you agree that until and unless you notify Rent To Buy (PTY) LTD T/A Tswanadomains of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Contact us directly via email if you wish to cancel a service. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you via email that your account has been canceled. An employee will confirm your request (and process your cancellation) shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation, please contact us immediately via phone. We require that cancellations of service are done through the online form to (a) confirm your identity, (b) confirm in writing you are prepared for all files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of Rent To Buy (PTY) LTD T/A Tswanadomains, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify Rent To Buy (PTY) LTD T/A Tswanadomains of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by Rent To Buy (PTY) LTD T/A Tswanadomains. Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to bill your credit card or billing information on file with us.

Rent To Buy (PTY) LTD T/A Tswanadomains requires a full calendar month notice should you want to cancel any service. Invoices are generally created prior to this period in order to allow clients the opportunity to cancel any services they may wish to cancel. However, this is not always possible, as is the case with month-to-month services. Failure to cancel an invoice one full calendar month in advance will render the invoice payable.

Rent To Buy (PTY) LTD T/A Tswanadomains provides a 7 day grace period starting from the time the invoice is due until when it must be paid. Any invoice that is outstanding for 7 days and not paid will result in a 10% per annum late fee, accrued monthly until the account balance has been paid in full. The late fee is applied in addition to whatever else is owed to Rent To Buy (PTY) LTD T/A

Tswanadomains for services rendered. Access to the account will not be restored until payment has been received.

It is the customer's responsibility to contact us after paying for a domain renewal and to ensure the email is received and acted upon. The exception to this is if you give us an instruction to renew a domain via our "client area" and you receive confirmation of the renewal. Domain renewal notices and invoices are provided as a courtesy reminder and Rent To Buy (PTY) LTD T/A Tswanadomains cannot be held responsible for failure to renew a domain or failure to notify a customer about a domain's renewal. This is also another reason to make sure you add Rent To Buy (PTY) LTD T/A Tswanadomains to your "safe list" (a list of e-mail addresses that are not blocked by your spam blocker).

Subsequently, domain renewals are billed and renewed 30 days before the renew date. It is the customer's responsibility to contact us for any domain registration cancellation. No refunds can be given once a domain is renewed. All domain registrations, and renewals are final.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to change the monthly payment amount and any other charges at any time, with or without notice.

In order to transfer a domain name away from Rent To Buy (PTY) LTD T/A Tswanadomains your account must be settled in full and therefore there must be no outstanding invoices. Also note that no domain can be transferred within the first two months of being registered. If payment is not received on time, no DNS changes may be made to a domain name, nor can it be transferred or used in any way by the client. The same rules apply to hosting. If any invoice is due, we will suspend a hosting account and you will be denied access to it until payment is made for all outstanding invoices.

5.) BACKUPS AND DATA LOSS

Your use of this service is at your own risk. Our backup service runs once a week and once a month and overwrites any previous versions. This service is provided to our clients as a courtesy. Rent To Buy (PTY) LTD T/A Tswanadomains is not responsible for files and/or data residing on client hosting accounts. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Rent To Buy (PTY) LTD T/A Tswanadomains servers. (Should you have more advanced backup requirements or need something designed for reliability, consider our Cloud Backup Services).

We generally provide free access to our backups, but in some cases we might charge a fee, especially in cases where the size of the backup is large and bandwidth is required to transfer it to another location. Backup restoration will not be free.

Once an account is terminated the backups for the terminated account will also be terminated. This means termination of a hosting account is permanent and irrevocable.

Automatic backups from server root are currently not supported on InterWorx hosting accounts. This means every client making use of an InterWorx hosting account will be responsible for making and storing their own account backups.

6.) CANCELLATIONS AND REFUNDS

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds and payouts are processed in Botswana Currency, and will reflect the exchange rate in effect on the date of the refund. All refunds and payouts are subject to this fluctuation and Rent To Buy (PTY) LTD T/A Tswanadomains is not responsible for any change in exchange rates between time of payment and time of refund.

Customers may cancel at any time via a cancellation form or by contacting us but please note that costs may still be applicable even after cancelling, as is stipulated in point 4 on this page.

Rent To Buy (PTY) LTD T/A Tswanadomains has a strictly no refunds policy. Only in certain cases, at our convenience and at our own discretion, are refunds issued. All methods of payments are non-refundable. Refunds will be posted as credit to the hosting account in certain cases but at the discretion of Rent To Buy (PTY) LTD T/A Tswanadomains. There are no refunds, whatsoever, on dedicated servers, administrative fees, install fees for custom software, web development work, domain name registrations or any work paid for as labour.

Any violations of the Terms of Service will exclude you from any consideration for a refund.

7.) RESOURCES

7a.) Resource Usage

Users may not:

1. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
2. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
3. Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
4. Run any software that interfaces with an IRC (Internet Relay Chat) network.
5. Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
6. Participate in any file-sharing/peer-to-peer activities
7. Run cron entries with intervals of less than 15 minutes.
8. Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
9. When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
10. To help reduce usage, do not force html to handle server-side code (like php and shtml). We also recommend making use of "caching", as this will not only decrease load on the server, but increase the overall performance of your website.
11. Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

7b.) Inodes

The use of more than 250,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never

checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox:

- cPanel - Log in and choose "Default Address", then "Discard with an error message" or "Advanced Options" > "Discard".
- InterWorx - Log in and go to "Hosting Features" > "E-mail" > "Overview" and then save your "Catch-all Address" settings.

7c.) Backup Limit

In cases where accounts become extremely large, backups might be turned off completely.

8.) BANDWIDTH USAGE

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages.

Unused transfer in one month cannot be carried over to the next month.

9.) ORDERS

9a.) Order Processing

Rent To Buy (PTY) LTD T/A Tswanadomains will not activate new orders or activate new packages for customers who have an outstanding balance with Rent To Buy (PTY) LTD T/A Tswanadomains. For a new order to be setup or a new package to be activated, you must have a balance of 0.00, unless otherwise stated by Rent To Buy (PTY) LTD T/A Tswanadomains in writing.

9b.) Uptime Guarantee

We guarantee an uptime of 99% and we have been maintaining that since Rent To Buy (PTY) LTD T/A Tswanadomains was formed in 2005.

10.) RESELLER: CLIENT RESPONSIBILITY

Resellers are responsible for supporting their clients. Rent To Buy (PTY) LTD T/A Tswanadomains does not provide support to our Reseller's Clients. If a reseller's client contacts us, we will not be able to assist them, as the account is in the Reseller's name, which is the only authority which may request details of the Reseller's account. All support requests must be made by the reseller on their clients' should there be a problem with any Reseller Account.

Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. Rent To Buy (PTY) LTD T/A Tswanadomains will hold any reseller responsible for any of their clients actions that violate the law or the terms of service. It is therefore important that Resellers also enforce the same rules as set out in this terms of service agreement you are reading right now.

11.) SHARED HOSTING ACCOUNTS (NON-RESELLER)

Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account.

12.) DEDICATED AND VIRTUAL PRIVATE SERVERS (VPS)

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to reset the password on a dedicated server or VPS if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server or VPS on file to prevent downtime from forced password resets. Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers and VPSes are NOT backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and maintain backups to it as the simplest solution. Please contact us if you wish to obtain a secondary hard drive or discuss other backup solutions. It is your responsibility to maintain backups.

13.) PRICE CHANGE

The amount you pay for hosting may increase from the date of purchase, but only after the period you have paid for is over. In other words, we won't bill you more while you are in the middle of a period you have paid for. We reserve the right to change prices listed on Rent To Buy (PTY) LTD T/A Tswanadomains.com, the price of your package and we reserve the right to change the amount of resources given to plans at any time. (We generally increase our packages sizes and bandwidth every year, so packages will always be value for money).

14.) COUPONS

Discounts and coupon codes are reserved for first-time accounts *or first-time customers* only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account.

Coupons or discounts are only valid towards the initial purchase, and do not affect the renewal or recurring price.

15.) DISPUTE RESOLUTION

15a.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Rent To Buy (PTY) LTD T/A Tswanadomains harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Rent To Buy (PTY) LTD T/A Tswanadomains, its agents, its customers, 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 Rent To Buy (PTY) LTD T/A Tswanadomains against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Rent To Buy (PTY) LTD T/A Tswanadomains; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Rent To Buy (PTY) LTD T/A Tswanadomains's server.

15b.) Arbitration

By using any of Rent To Buy (PTY) LTD T/A Tswanadomains's services, you agree to submit to binding arbitration. If any disputes or claims arise against Rent To Buy (PTY) LTD T/A Tswanadomains or its subsidiaries, such disputes will be handled by an arbitrator of Rent To Buy (PTY) LTD T/A Tswanadomains's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law,

governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

16.) ACCOUNT SUSPENSION AND TERMINATION

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to suspend any and all services of a user who has any invoices that are unpaid and in arrears. All services, including paid services may get suspended if any payment is outstanding. This includes the suspension of emails, domain names, websites, cPanel accounts, InterWorx accounts or any other service offered by Rent To Buy (PTY) LTD T/A Tswanadomains. It is therefore the client's responsibility to make sure that all outstanding invoices are either paid in full or a written instruction is sent to us requesting to cancel a service and therefore the associated invoice.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to terminate accounts after 90 days of not receiving payment. A terminated account will be unrecoverable and the user will lose all data (e-mails and other files) associated with that account.

Should you decide to cancel your hosting with Rent To Buy (PTY) LTD T/A Tswanadomains, you must give us 30 days notice in the form of a written notice as was explained in more detail in point 4 on this page. Contact us if you wish to give your notice.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to suspend network access to any customer if in the judgment of the Rent To Buy (PTY) LTD T/A Tswanadomains network administrators the customer's server is the source or target of the violation of any of the other terms of this Terms of Service or for any other reason which Rent To Buy (PTY) LTD T/A Tswanadomains chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete.

17.) MISCELLANEOUS

New customers will automatically be signed up for our monthly newsletter. This is optional and one can unsubscribe at any time.

Orders that are placed and not cancelled within 14 days, are eligible for payment. Customers are therefore required to cancel an order if they do not wish to continue with it.

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to charge penalty fees if invoices are overdue for longer than 10 days. Our standard rate is 10% per annum accrued daily.

Rent To Buy (PTY) LTD T/A Tswanadomains's clients will receive invoices and invoice reminders when invoices are due. This is not spam and making use of Rent To Buy (PTY) LTD T/A Tswanadomains's services means that you agree to receiving these reminders. You are free to request that an invoice be cancelled, or you can settle the payment to stop receiving reminders.

18.) SUPPORT

Rent To Buy (PTY) LTD T/A Tswanadomains only deals with technical support in-person or via email and the use of software like TeamViewer and Any desk. We are available via telephone, but due to verification being necessary for most technical queries, we require that a client rather logins into their client area and submit a support ticket, or to rather contact us directly.

Our business hours are from 8AM to 5PM, weekdays. Support is therefore primarily available during this time, but we do offer basic support outside of these timeframes. Please contact the helpdesk if you have any queries. This is the quickest way to get a response from our support department.

19.) DISCLAIMER

Rent To Buy (PTY) LTD T/A Tswanadomains shall not be responsible for any damages your business may suffer. Rent To Buy (PTY) LTD T/A Tswanadomains makes no warranties of any kind, expressed or implied for services we provide. Rent To Buy (PTY) LTD T/A Tswanadomains disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Rent To Buy (PTY) LTD T/A Tswanadomains and its employees.

20.) DISCLOSURE TO LAW ENFORCEMENT

Rent To Buy (PTY) LTD T/A Tswanadomains may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

21.) CHANGES TO THE TOS

Rent To Buy (PTY) LTD T/A Tswanadomains reserves the right to revise its policies at any time without notice. However, if big changes are made to the Terms of Service, we always try to send out an e-mail in order to inform our clients. Nevertheless, it is your responsibility to check our website from time to time.