

AFRICASWIFT (PTY) Ltd reserves the right to change this Policy any time, so please, check this page at least once a month or when in doubt.

AFRICASWIFT strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other AFRICASWIFT customers and us against such harm.

Spam

AFRICASWIFT is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any violation of Federal or State laws related to Spam, from being sent either: Over the AFRICASWIFT network, by customers or any other users of the AFRICASWIFT network (including customers' customers); AND/OR over ANY network— if the message sent advertises or mentions a site hosted on the AFRICASWIFT server. We also prohibit the selling products that can be used for spamming.

We react quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy.

If you have any complaints or comments regarding Spam on our network, please direct them via email to ***support@africaswift.com***

Account Ownership

AFRICASWIFT is only responsible to the present owner of the Web hosting space. We verify ownership name, address, email address, username, & password. If you give this information to any other party or give access to your email address on your account to another party, you risk having your Web site and any other information on your account changed and/or deleted. We are not responsible for any information on your account should you reveal this information to another party who causes damage to your account and/or Web site.

If you are a Web designer and you are not the person paying for the hosting account we advise you to receive payment for your work before you publish it to our servers. Once the Web site is published to our servers the account owner has retained ownership of that content.

Content Policy

All services provided by AFRICASWIFT may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any South African, Provinces or City and United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material

Also prohibited are sites that promote any illegal activity or present content that may be damaging to AFRICASWIFT servers or any other server on the internet. Links to such materials are also prohibited. Examples of unacceptable content or links:

- Pirated software
Hacker programs or archives
Warez sites
Pornography or Adult Material

AFRICASWIFT will be the sole arbiter as to what constitutes a violation of this provision. AFRICASWIFT does not host competitor sites or web pages promoting sites of its competitors.

Any deliberate attempt to cause damage to AFRICASWIFT or any other Internet servers will result in immediate account deactivation without prior notice. No refund is given in this case.

Email Policy:

AFRICASWIFT may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of such email. We consider mass email as any email messages sent to more than 10,000 email addresses in one day or more than 10 news groups.

Email accounts should be kept below 10 MB in total. If your email account becomes greater than 10 MB, AFRICASWIFT reserves the right to move the email to another server and delete it after 10 days. The owner of the email account will be contacted before we move the mail. If your mail has been moved please contact AFRICASWIFT Tech Support via Online chat or E-Mail to correct the situation before the emails are deleted. This is normal for most accounts since email is typically accessed on a regular basis using an email client such as Outlook, Outlook Express or Eudora.

AFRICASWIFT accepts no responsibility for viruses that may be transmitted to you via email, ftp, http or any other means of electronic transfer. AFRICASWIFT does provide some virus scanning on its servers. We are monitoring for viruses that could affect our Linux servers, and not viruses that could affect other operating systems like Windows. Therefore, we cannot prevent the transmission of viruses to your computer system via the Internet. It is the responsibility of the client to ensure they have Virus Software and that it is updated regularly.

CGI Scripts Policy:

Each account comes with its own CGI-bin. You are free to use any CGI

AFRICASWIFT servers. Please contact AFRICASWIFT Technical Support team for more information. Again, 99% of the sites do not fall into this category and never reach our traffic limits.

We reserve the right to charge additional fees for sites that exceed our generous traffic limits. Sites that exceed their traffic limits will be suspended without prior notification if they do not purchase add-on traffic packages.

Backups:

Full backups are made daily. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the clients' responsibility to maintain local copies of their web content and any information on their account including but not limited to clients website, email, databases, mailing lists, and archives. The "Archive Manager" is included in each hosting plan and client can use this tool to back up their files. If loss of data occurs due to an error of AFRICASWIFT, we will attempt to recover the data at no charge to the client.

Domain Registration/transfer:

It is your responsibility to verify that the registration of your domain name is correct. And, when the domain name is registration comes up for renewal, the Domain Name Registration Company ordinarily will email the contract for your domain to remind you it will soon expire. If you do not keep your domain name's registration current, then the domain registration will expire and the domain would then become available for others to register. It is your responsibility to be certain that you keep your domain name registered. Your account will start the same day of the contract

Indemnification Policy:

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. You agree to use all AFRICASWIFT services and facilities at your own risk. AFRICASWIFT specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall AFRICASWIFT be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold AFRICASWIFT harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against AFRICASWIFT, 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, it's agents, employees or assigns.

We verify ownership by name, address, username, & password. If you give this information to any other party you risk having your Web site and any other information on your account changed and/or deleted. We are not responsible for any information on your account should you reveal this information.

Telephone Support

Client agrees to use the Help Desk located at our website for technical support issues. AFRICASWIFT does, however, offer telephone support (Office hours) to clients. Client agrees not to abuse this resource. AFRICASWIFT shall have sole authority to determine violations of this policy.

Payment Policies and Fees:

By signing up for hosting with AFRICASWIFT, you are agreeing that your hosting account will be automatically renewed. Payment is due each anniversary (one year or three years contracts) following the date the account was established. All payments due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax.

Additional features can be added at any time. Monthly feature prices are not prorated. AFRICASWIFT reserves the right to change prices or plans at any time. When no payment is received the service will be suspended till paid in full.

Cancellation Policy:

You may cancel at the end of contract. As a policy, we do not offer credits or refunds for hosting time already expended. We do give refunds after charging you for months already used calculated on the monthly hosting price for your plan, should you want to cancel prepaid service. Setup fees are non-refundable. All monetary transactions are in ZAR.

30 Day Money Back Guarantee

All Web Hosting plans include a 30 day money back guarantee. If you are dissatisfied with your service for any reason, you will receive a full refund (minus setup fees and overage charges) if you cancel your account within 30 days of the activation of your account.

Our refund policy does **not** apply to any additional items or services; this includes but is not limited to Data Storage, Data Transfer, MySQL Databases, FTP Logins, and Sub Domains. Also not included is Domain. This money back guarantee is not available after 30 days. Any request for cancellation must be received via registered post and you will receive a confirmation upon the cancellation of your account. Cancellations over the telephone and informal email are not accepted.