

# RAN Technologies Domain and Hosting Services Terms of Use

## Introduction

These terms and conditions govern the use of the RAN Technologies domain registration and hosting services. By contracting with RAN 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

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

RAN Technologies will transfer existing (registered) domains from existing hosting providers to RAN 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 RAN 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, Web Hosting or Dialup service must be completed in writing one calendar month (30 days) before the date of ceasing the service.

RAN Technologies reserves its rights to change its prices at any time on reasonable notice. RAN Technologies reserves the right to stop offering certain web hosting package types if it deems it necessary. RAN 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 12 month period will be pro-rated from the date of signature to the end of the current calendar year and shall be added to the first invoice at the date of signature.

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 unsuspending.

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.

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

RAN 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

RAN 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.

RAN 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 RAN Technologies may be presented with evidence that a Domain Name registered by a client violates the rights of a third party. In such instance RAN Technologies shall be allowed to provide a complainant with the client's name and address and all further communication will exclude RAN

Technologies and RAN 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 RAN Technologies until a court or other body with jurisdiction directs otherwise.

## Hosting services

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

RAN 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 RAN 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*

RAN 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.

RAN 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.

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

## Cloud Hosting

RAN Technologies deploys all new Cloud Servers with VMTools pre-loaded. VMTools are integral to the smooth running of virtual servers, including managing resources and smooth and safe rebooting. VMTools must be running at all times, as this will severely affect the performance of the server, and efficiency of the core controllers i.e. affecting other client's virtual servers.

RAN Technologies strictly forbids the creation of nested VM's, or virtual instances within a virtual server. This severely degrades overall performance and will be treated as a violation of our Terms & Conditions (contrary to the intended use of the product).

## Referral Programme

Users may only use the programme to refer other people. Users that try to refer themselves via other accounts setup using spoofing methods will not receive their respective discounts.

Should a referred client decide to cancel their services within three months of signup, their referrer will forfeit their referral credit.

## Disclaimers, Limitations and Indemnities

RAN 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 RAN TECHNOLOGIES IN RESPONSE TO THE ABUSE OF THE DOMAIN REGISTRATION SERVICES WHICH IT OFFERS.

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

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

RAN 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. RAN Technologies specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

RAN Technologies is not responsible if an external company network and firewall is setup to block access to services RAN Technologies provides. If a client's network is setup to block certain ports or web addresses that compromise the services RAN 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 RAN Technologies hosts is still up, we are not responsible for the client not being able to reach their website.

RAN 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 be deemed to have achieved 100% uptime.

The 100% website uptime guarantee does not apply to any scheduled downtime for maintenance of any of the RAN 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

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

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

RAN 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 RAN 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

RAN 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, RAN Technologies has the right (solely at RAN 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 RAN Technologies may have.

RAN 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. RAN 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 RAN 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.

RAN 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.

## 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](#)*