

Terms of Service. (TOS)

Caveat Emptor: We offer general information on this page, not legal advice. Please consult a lawyer if you have questions or concerns of a legal nature. Jethost, Host World Wide (HostWW), GlobalServerHost (GSH), SAFI Design, SAFI Software, and Pay-Per-Click are all divisions of SAFI Technologies Ltd. For the remainder of this document SAFI Technologies Ltd. and all subsidiaries and divisions shall be referred to as "Safitech."

This agreement documents the terms of service for products and services produced or provided by Safitech for clients.

1. The account holder is responsible for the actions of account users.
2. Any use which interferes with the server's ability to function in its primary purpose of publishing web documents is prohibited.
3. Mail abuse (including, but not limited to, mass mailing unsolicited email and email forgery) and Usenet news abuse (including, but not limited to, mass cross-posting articles and posting articles unrelated to group topics), whether direct or indirect, whether used externally to promote a site hosted by Safitech or sent via an account with Safitech, is prohibited.
4. Use of Safitech's facilities to provide software or lists for mass mailing unsolicited email is prohibited.
5. Use of Safitech's facilities to commit network abuse (including, but not limited to, denial of service attacks such as ping bombing, email bombing, "smurf", "winnuke", "land", "teardrop", etc.) or otherwise compromise the security of hosts or networks is prohibited.
6. All data stored or transmitted must be legal under all applicable New Zealand, US, and Canadian laws where applicable. The account holder is solely responsible for determining the legality of their data which is stored or transmitted.
7. Should the account holder become the target of a network attack, Safitech reserves the right to take any necessary actions (including, but not limited to, temporary suspension of the account holder's account) required to return server or network operation to normal.
8. Safitech will use its best efforts to maintain, but cannot guarantee, the privacy of email, network use, and the contents of user directories.
9. Use of Safitech services, including the storage of information, is at the account holder's sole risk. Safitech does not warrant either the results to be obtained from the service or that the service will be uninterrupted or error free. Safitech's services are provided on an "as is" basis without warranties of any kind, either express or implied. Neither Safitech nor anyone else involved in creating, producing, or delivering Safitech services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of Safitech services, the inability to use Safitech services, or any breach of any warranty. The provisions of this paragraph will survive termination of this agreement.
10. Safitech provides cPanel or Plesk account migration services free of charge. (1 account per customer) Bulk website, non-standard or complex website migrations will be performed at a quoted hourly rate. Safitech will not be responsible for any damages your business or your clients may suffer due to circumstances arising from or caused by either the free or chargeable migration service. All migration services are provided "as is" and due to the nature of service provider migrations and the complexity involved Safitech makes no warranties of any kind, expressed or implied, for any migration services provided.

11. The account holder will indemnify and hold harmless Safitech against any loss, damage, cost and expense which Safitech may incur or become liable for by reason of claims or actions for libel, violation of privacy rights, plagiarism, copyright infringement, trademark or trade name infringement, domain name disputes, and claims arising in connection with data transmitted pursuant to the terms and provisions of this agreement and any claims or suits resulting from the account holder's use of the service including, without limitation, the expense and cost of defending any and all such claims and actions, except where such claims result solely from the negligence of Safitech's failure to perform its obligations under this agreement. The provisions of this paragraph shall survive termination of this agreement.

12. If Safitech is informed of an alleged copyright or trademark infringement involving an account, Safitech will attempt to notify the account holder of those allegations and secure a response. Safitech may, in its sole discretion, suspend or terminate the account, on a temporary or permanent basis, containing materials which Safitech believes may create, constitute, or contribute to copyright or trademark infringements. The account holder expressly waives the right to assert any claims against Safitech for any such removal or termination.

13. Accounts are invoiced monthly. Payment is due when invoiced, with an overdue date specified in the invoice. Overdue accounts may be terminated or suspended at Safitech's discretion. Safitech reserves the right to issue invoices outside the standard monthly period when a balance is overdue.

13a. Failed payments including but not limited to bounced checks, direct debit failures, auto-payment reversals, credit card charge-backs may be assessed an NSF penalty of up to \$50 and sent for collection.

14. Safitech may terminate service to the subscriber at any time, without notice, for violation of this agreement. Safitech will not be liable for any damages or harm to the account holder resulting from such termination.

15. The account holder may terminate their account at any time. The request to terminate the account must be in writing. The account holder may send a cancellation request via an email message to our email helpdesk, by postal mail, or by fax.

16. No Refunds on hosting services are to be given once an account's 30 day money back guarantee has expired. No refunds for development services will be issued after completion excluding exceptional circumstances which are at Safitech's discretion.

17. Use of a Safitech account indicates acceptance of the terms of this agreement by the account holder.

18. This agreement shall be governed by and construed in accordance with the laws of the respective countries in which our servers are located. This agreement contains the full understanding of the parties with respect to the subject matter hereof. Any email correspondence with the account holder which is in any way inconsistent with, or which adds to, the provisions of this agreement is null and void.

For further explanation of any portion of this document, and the terms set herein, or to determine whether your intended activities are permissible under the terms of this document, contact us via email at legal@safitech.com. This policy may be modified from time-to-time. Customers should monitor <http://safitech.com/policies> page for changes, which become effective immediately upon posting. Variations to this policy are not permitted. Any variation presented by anyone, whether they are an official representative of Safitech or not is invalid. Safitech is not required to send notifications of policy updates.