

## Policies and Agreements

GoHostAm Domain and Hosting services are guided by the following policies. By using Our Services, you also agree to the terms of the following policies.

GoHostAm cares about your privacy. For this reason, we collect and use personal data only as it might be needed for us to deliver to you our products, services, websites and mobile applications (collectively, our “Services”). Your personal data includes information such as:

- Name
- Address
- Telephone number
- Date of birth
- Email address
- Other data collected that could directly or indirectly identify you.

## User Agreement

Consent to GoHostAm Policy, Agreements and Terms of Service is a pre-requisite before using our services.

Please make sure you read everything carefully. If any of these is violated, we reserve the right to decline continued services offering.

## Introduction

During the term of its agreement with GoHostAm, the customer must ensure that the use of any resource offered to the customer or owned or controlled by **GoHostAm** conforms with GoHostAm current Acceptable **Use Policy ("AUP")**. GoHostAm may modify, without prior notice, the AUP as GoHostAm deems appropriate; such modified AUP is effective upon posting on GoHostAm website.

## Responsibility

You are responsible for your sites and all sites that you host to be in accordance with all rules on this page. Misuse by you may result in actions on your account, including removal from the host with/without a notice and without a refund.

### 1. **Account Setup / Email on file**

Accounts are setup after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) (e.g. mail@yourdomain.com) 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 always your responsibility to ensure that the email address on your file up to date. If you have a domain name registered with GoHostAM, 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. GoHostAm is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our support team via email via sales@gohostam.com. Providing false contact information of any kind may result in the termination of your account.

### 2. **Content**

All services provided by GoHostAm may only be used for lawful purposes. The laws of the Nigeria apply.

The customer agrees to indemnify and hold harmless GoHostAm from any claims resulting from the use of our services.

**Resellers:** We currently do not offer reseller program at GoHostAm.

**Direct customers:** Your services will be terminated with or without notice.

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 username 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**

We have a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

### 4. **Payment Information**

You agree to supply appropriate payment for the services received from GoHostAm, in advance of the time period during which such services are provided. You agree that until and unless you notify GoHostAm of your desire to cancel any or all services received, those services will be billed on a recurring basis.

As a client of GoHostAm, 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 GoHostAm 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 GoHostAm.

It is the customer's responsibility to notify our billing team via email at sales@gohostam.com after paying for a product/service renewal and to ensure the email is received and acted upon. Product/service renewal notices and invoices are provided as a courtesy reminder and GoHostAm cannot be held responsible for failure to renew a product/service or failure to notify a customer about a product/service renewal.

No refunds can be given, once a domain is renewed. All domain registrations, and renewals are final. GoHostAm reserves the right to change the annual payment amount and any other charges at any time.

#### **5. Backups and Data Loss**

Your use of GoHostAm services is at your sole risk. GoHostAm 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 GoHostAm servers.

#### **6. Promotional Terms**

If you purchased a product/service during a promotion bundled with a free product (i.e a domain name) and you fail to renew it before the date of expiration or a change is made to the billing cycle of the product during the promotional period, the terms of the promo become void. The free product will be charged at the standard renewal rate of the current price of the product.

Domain name promo discount offers does not apply to renewals, transfers, premium domains, trademark domains and pre-registration domain fees except otherwise stated in the promotional communication.

## **7. Cancellations and Refunds**

GoHostAm reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and

signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

## **8. Indemnification**

Customer agrees that it shall defend, indemnify, save and hold GoHostAm harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against GoHostAm, 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 GoHostAm against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with GoHostAm; (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 GoHostAm server.

#### **9. Disclaimer**

GoHostAm shall not be responsible for any damages your business may suffer. GoHostAm makes no warranties of any kind, expressed or implied for services we provide. GoHostAm 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 GoHostAm and its employees.

#### **10. Disclosure to law enforcement**

GoHostAm 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.

#### **11. Changes to the TOS**

GoHostAm reserves the right to revise its policies at any time without notice.