



Website Hosting Terms and Conditions

1. Our Services

Iridesense is an Internet related services company. Clients using our services are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your use of any of our services (web-hosting, e-mail, dial-up access, support) is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind with Iridesense through this application process.

2. Content and Indemnification

The Client acknowledges that Iridesense does not regulate, nor will it take any responsibility for the content of the clients' website pages and e-mail or for the security of customer's password. The client agrees that the security of his/her passwords is solely their responsibility.

1. The Client agrees that if he/she believes the security of their account has been compromised in any way, that he/she will notify Iridesense immediately.
2. The Client warrants that he/she has all rights necessary to lawfully submit any information or materials that he/she is uploading or transmitting to Iridesense, including all intellectual property rights.
3. The Client agrees to indemnify Iridesense against any action brought by a third party as a result of such material or information, or as a result of the Client's use in any way of the services provided by Iridesense.
4. Any use of the Iridesense network to engage in software piracy or any other violations of law will result in immediate account suspension.

3. Trademarks and copyrights

The member warrants that he/she has the right to use any trademarks and service marks which the member may chose to use in its domain name, on his website or any related product or service. Iridesense cannot be held responsible in the event of a client infringing on any intellectual or property copyright.

4. Internet Etiquette

The member agrees to observe the following:

1. Sending e-mail to unsolicited addresses is forbidden. SPAM e-mail.
2. Anyone who practices such tactics will have their account suspended pending an investigation. Should the member be found guilty of any of the above offences, the member's account will be terminated with immediate effect.
3. The Iridesense network or any of its resources may not be used to impersonate another person or misrepresent authorisation to act on behalf of others or Iridesense. All messages transmitted via Iridesense must correctly identify the sender.

5. No Warranties

Iridesense makes no warranties of any kind, whether express or implied, for the services to be provided hereunder. The Client agrees that Iridesense shall not be liable for any losses or damages of any kind to the Client, including but not limited to, loss that may result from service interruption, delays in account activation, delays in general, non-deliveries, or misdeliveries no matter what the cause might be.

1. Iridesense makes no warranties regarding its ability to recover any lost file or information, regardless of how or why the file / information was lost or deleted.
2. Use of the service is at the Client's sole risk. Iridesense is not responsible for files and data residing on a Client's account.
3. The Client agrees to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on the Iridesense network.
4. Under no circumstances will Iridesense be liable for any consequential damages or for any delictual liability of any nature whatsoever.

6. Billing Policy

1. Service invoices will be sent to the Client via electronic mail in advance of services being rendered. The Client agrees to submit payment for all invoices upon receipt.
2. Accounts not paid by within 30 days of every month are subject to immediate suspension.
3. Iridesense will not be held responsible for any damages, losses, or claims as a result of a Client's Internet service being suspended for non-payment.
4. Accounts 30 days past due are subject to cancellation which will result in the deletion of all of the Client's files, including but not limited to web pages, email and databases.
5. The Client agrees that all set-up fees are non-refundable once set-up is completed.
6. The Client agrees that unless he/she notifies Iridesense of his/her desire to cancel any or all services received, those services will be billed on a recurring basis.
7. The Signatory hereby binds himself/herself in his/her personal capacity as co-debtor in solidum for the full amount due to Iridesense and agrees that the Standard Conditions will apply mutatis mutandis to him/her and he/she renounces the benefits of excursion and division.

7. Domain names and domain name disputes

1. Iridesense will not be held liable for any disputes arising out of domain name registrations or domain name hosting on behalf of the Client.
2. Iridesense will not be held liable for any losses or damages the client may suffer due to a domain name being reallocated, transferred or deleted by any Domain Name Authority or NIC.
3. Iridesense will not issue any credits for domain names where the Client has requested the wrong domain name to be registered. By submitting a domain name registration form, the client confirms that he/she has completed the registration form correctly and that the domain name that he/she has entered is correct.
4. Iridesense reserves the right to take ownership of any domain name upon cancellation by the client should the client not specify any action to be taken in regards to ownership or transfer of the domain name.
5. Iridesense requires 24 hours written notification via fax prior to releasing any domain name. Where the Client has not notified Iridesense of his intention to transfer or move a domain name, all transfer requests will be declined.
6. Iridesense will retain the ownership of the domain name in the event of the Client's accounts not being settled in full on termination of the hosting agreement.

8. Contract Termination

1. In the event that Iridesense at any time reasonably believes that the Client is in breach of any of the terms and conditions contained in this agreement or is using Iridesense's services in an unacceptable manner, Iridesense may immediately terminate this agreement without liability.
2. Iridesense may terminate this contract with 30 days notice to the Client for any reason or for no reason. In this event, the Client will be refunded the remaining portion of the fee for the remaining months of the contract.
3. The Client may terminate this contract at any time by giving Iridesense no less than 30 days written notification. In this event, the Client will not be refunded the remaining portion of the fee for the remaining months of the contract.

4. At the time of cancellation notification, the Client shall be responsible for the entire amount of any outstanding fees due.
5. All goods and services supplied by Iridesense remain the property of Iridesense until such goods or services have been paid for in full. The Client is not entitled to sell or dispose of any goods unpaid for without the prior written consent of Iridesense.

9. Authorization / Legal Age

1. Member certifies that he/she is of legal age in the country of his/her residence to enter into this agreement.
2. Where acting on behalf of a Partnership, Close Corporation, PTY (Ltd), LTD or any other form of company/legal entity, the member hereby confirms that he/she has the full permission/authority to act on behalf said legal entity.

10. Amendments

Iridesense reserves the right to make amendments or changes to this agreement from time to time. Iridesense will notify all customers via e-mail when changes are made.

11. Litigation and Attorney Fees

In the event of any dispute arising out of or relating to this agreement, such dispute shall be resolved in Johannesburg, South Africa.

The Client shall be liable to Iridesense for all legal expenses on the Attorney Client scale of an Attorney and Counsel incurred by Iridesense in the event of

- a. any default by the Client or
- b. any litigation in regard to the validity and enforceability of this agreement.

The Client will also be liable for any collection or valuation fees incurred.

The Client agrees that Iridesense shall not be liable to make payment of security into Court in terms of section 62 of the Magistrate's Court Act, as amended. The Client hereby consents to the jurisdiction of the Magistrates Court. The Client chooses Domicilium citandi et executandi for services of all documents and processes the address entered in on the Iridesense quote.

12. Entire Agreement and Severability

This represents the complete agreement and understanding between Iridesense and Client with respect to the subject matter herein. In the event that any term or provision of this agreement is held by a court to be unenforceable, then the remaining provisions shall remain in full force and effect.

13. Acceptance of Terms

Use of Iridesense services constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.