



## RADNI TECHNOLOGIES TERMS & CONDITIONS:

Radni Technologies ("we", "us") provides hosting and email, domain registration, graphics design, website design services together with such other services as are agreed between it and the customer ("the Services").

### 1. Conditions

By subscribing to any of the Services and opening an account with us ("the Account") you ("the Customer") agree to be bound by these terms and conditions. These terms and conditions apply to all Radni Technologies accounts. They set out the basis on which we offer our services and should be read carefully.

### 2. Services

2.1 Radni Technologies will use reasonable efforts to supply a continuous service. However, Radni Technologies is not liable for any loss of data resulting from delays outside of our control, missed or non-deliveries, service interruptions or by errors or omissions of the customer. Radni Technologies is not responsible for any losses suffered resulting from acts of God or force majeure including civil unrest, riots, floods, drought, fire, war and imposing legislation.

2.2 You agree that Radni Technologies is not liable to you for any special consequential damages which you may suffer as a result of loss of business, contracts, profits, savings or otherwise. Radni Technologies is unable to exercise control over material sent over the internet and excludes all liability of any kind for the publication by the Customer of inaccurate, misleading, offensive, threatening or obscene material, or material that is in breach of Zimbabwe or other applicable law.

2.3 Radni Technologies' customers are liable for all charges levied by their telephone service provider arising from the Customer's use of the Services.

2.4 From time-to-time Radni Technologies or its sub-contractors need to carry out maintenance on the network, which may involve temporarily shutting parts of it down. Radni Technologies will give as much notice as possible and shall try to keep this work to the period specified in the notice. Radni Technologies accepts no liability whatsoever arising from such a suspension of the service.

2.5 YOU acknowledge and agree that details of YOUR name, address, telephone and fax numbers together with email address(es) and assigned IP Addresses may be released to the RIPE NCC to ensure that both WE and YOU fulfil their obligations under prevailing RIPE policies and that such data may be published in whole or in part in the RIPE WHOIS database.

2.6 License costs of all third-party applications and software offered with our plans are subject to change without written intimation.

2.7 Radni Technologies reserves the right to pass on any additional charges/price increases as a result in price changes from third party software and license vendors irrespective of the hosting cycle.

### 3. Banned Content

3.1 Customers must use the Services provided for lawful, authorized purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Zimbabwe law is prohibited. The list of banned content includes, but is not limited to :-

(a) Illegal Material – This includes illegally exploited copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading.

(b) Warez – This includes, but is not limited to, pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

(c) Proxy – We do not allow any proxy set-ups or connections or any sort of activity through remote proxy connections on our Shared Hosting, Reseller Hosting, VPS Hosting and Dedicated Servers. The first offense committed by the Customer will result in suspension of their Account. Any second violation will result in immediate Account termination.

(d) IRC Hosts – Hosting an IRC server that is part of or connected to another IRC network or server or has a connection to an IRC network. Servers or virtual hosting accounts, found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to let us have access to your server to confirm that the content has been completely removed. Any second violation will result in immediate account termination.

(e) Defamatory content – any website content that makes a false claim, expressively stated or implied to be factual, that may give an individual, business, product, group, government or nation a negative image.

(f) Bit Torrents: Use of software and scripts for “bit torrents” or similar is not allowed on our servers. This includes sending or receiving files using these mechanisms.

3.2 We are under no obligation to edit, review or modify the contents of your website. However, we reserve the right to remove any content without notice. For the avoidance of doubt, we do not pro-actively monitor messages that you may post on our managed sites, but we reserve the right to remove such message at our sole discretion.

3.3 Any Customer found to be using the Services for any of the purposes contained in Clause 3.1 may have their Account terminated without notice.

3.4 The Customer agrees to fully and effectively indemnify Radni Technologies against all losses, costs, actions, proceedings, claims, damages, expenses, (including legal expenses) or liabilities, howsoever suffered or incurred directly by Radni Technologies in consequence of the Customers breach or non-observance of this Clause 3.

3.5 The Customer shall defend and pay all costs, damages, awards, fees (including legal expenses) and judgments awarded against Radni Technologies arising from breach or breaches of this Clause 3. Radni Technologies may in its absolute discretion defend such claims and may compromise such claims with the consent of the Customer, such consent not to be unreasonably withheld. The Customer shall provide Radni Technologies with the assistance necessary to defend such claims, at the Customer’s sole expense.

#### 4. Domains

4.1 We register domains through a partner company. We do not place your details on the whois output of the domain due to legal reasons however if you commit any sort of illegal activity, we reserve full right to provide the appropriate personnel with your details. If you wish to have your details displayed upon the whois output please contact us and we will be glad to assist you.

## 5. Adult Content

We allow websites with legal adult content only. We do not allow pornographic or sexually-explicit images of children or any pictures/video which are obtained illegally to host on our servers.

## 6. Server / Resource / Staff Abuse

6.1 You agree and understand that any attempts to undermine or cause harm to any of our servers is strictly prohibited and that we take no responsibility for the use of our clients' accounts.

6.2 If you abuse the resources we provide in any way, we reserve the unqualified right to immediately deactivate your Account without refund.

6.3 If you operate any site using what we deem to be excessive CPU cycles or any resources that cause strain to other sites, we reserve the right to impose new terms on you in exchange for the current terms that you enjoy (i.e. an upgrade). You are allowed to use up to 25% of total resources available on a shared server and if your account continues to use more than 25% of the resources, it will result in suspension.

6.4 Denial of Service (DOS) attacks directed at Radni Technologies, or any attempts to launch a DOS attack from our servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of your Account.

6.5 Radni Technologies reserves the right to disable/delete any feature or application provided on shared hosting service without notification if that feature/application is found to be detrimental and/or is hampering the web servers' overall health and performance.

6.6 If you are in any way disrespectful towards any member of the Radni Technologies staff we have full right to terminate your account with us without any refund.

## 7. Bandwidth

We provide unlimited connectivity for our Shared packages. Unlimited connectivity means that we do not accurately record and then enforce the bandwidth usage of your site unless it is deemed to be using an excessive amount. An excessive amount is classed as using more than 15% of the total bandwidth to said Shared node for an individual account. When such events occur, we reserve the right to immediately suspend service if the level of use is at risk of causing a disruption to other users. In other cases, we will attempt to communicate with you to discuss said usage. We reserve the right to charge additional fees if the normal usage of your site frequently exceeds this usage. If said charges are not acceptable to you, we will attempt to provide a reasonable time frame for you to move services.

### Commercial Advertising- Email (SPAM)/UNSOLICITED COMMERCIAL EMAIL (UCE)

9.1 You agree and understand that spamming, sending unsolicited emails from our servers or using email addresses that are maintained by us is STRICTLY prohibited and will qualify your Account for immediate deactivation with no refund. Radni Technologies would be the sole arbiter as to what constitutes a violation of this Clause.

9.2 You agree and understand that we have set a limit of 300 outgoing emails per hour on shared and reseller hosting.

## 10. Backups

10.1 Radni Technologies will use reasonable efforts to protect and backup data for clients on a regular basis, however, Radni Technologies does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, you are solely responsible for making back-up files in connection with your use of the Services.

10.2 You agree and understand that any back-up which Radni Technologies may carry out will not include any media files. These include (but are not limited to) mp3, mpeg, wmv or any other video/audio files.

## 11. Billing

11.1 If paying by a cheque, please allow 5 working days for the cheque to clear and for us to open the Account. If paying via postal orders or cash we will endeavor to set up your account on the same day.

11.2 Invoices are generated 10 or more days before the official due date. Payment must be made by the due date to avoid the suspension of your account. If no payment is received, your account will be suspended after the official due date. If no attempt is made within the next 30 to pay due invoice(s), we reserve the right to permanently terminate your account and format all data held.

## 12. Security and Viruses

12.1 You are responsible for any misuse of your Account and you must take steps to ensure that others do not gain unauthorized access to your Account. You may not use your Account to breach the security of another account or attempt to gain unauthorized access to another network or server.

12.2 Your password provides access to your Account. It is your responsibility to keep your password secure.

12.3 Sharing your password and account access with unauthorized users is strictly prohibited. You must take care and prevent others from using your Account since you will be responsible for the consequences.

12.4 Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.

12.5 You must adopt adequate security measures to prevent or minimize unauthorized use of your Account.

12.6 You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

12.7 You may not attempt to interfere with service to any user, host or network or carry out DOS attacks. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

12.8 You agree and understand that users who violate systems or network security may incur criminal or civil liability. Radni Technologies will cooperate fully with investigations of violations of systems or network security at other sites, including

cooperating with law enforcement authorities in the investigation of suspected criminal violations.

12.9 You agree to complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services

### 13. Cancellations & Refunds

13.1 Radni Technologies reserves the right to suspend OR terminate services on receipt of abuse complaints.

13.2 An unconditional 30-day money back guarantee is provided on shared hosting only. Domain registration fees do not come under the purview of this guarantee. Refund requests after 30 days will be refunded on a prorated basis of any unused time.

13.3 Only first-time accounts are eligible for a refund. 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.

13.4 Any service interruptions or downtime due to scheduled maintenance by Radni Technologies or our network providers will not count towards the uptime guarantee. Radni Technologies is not liable in any way for failure of third-party services.

### 14. Money Back Guarantee

14.1 Domain registrations are not included under the 30 day money back guarantee policy. Radni Technologies reserves the right to decide whether or not to issue prorated refunds under such circumstances.

14.2 All subscribers of shared hosting plans carry a 30-day unconditional money back guarantee. If you find the services to be deficient or unsatisfactory, you are entitled to a full refund of the contract amount within the first 30 days of the date of account set-up.

### 15. Modification of Terms of Service

Radni Technologies reserves the right to modify or change these terms of service at all times. All customers are bound by the latest terms of service published on this website.

### 16. Termination

16.1 We reserve the right to refuse, terminate, or suspend your access to the Services for any reason at our sole discretion upon giving 14 days written notice to you.

16.2 We may suspend your Account immediately upon breach by you of any of the terms and conditions herein, including, without limitation, late or non-payment of monies due.

16.3 We reserve the right to terminate any account where the account holder advises that they have or are about to initiate legal proceedings against Radni Technologies Ltd. Notice will be given advising the scheduled termination date, allowing clients to move to a new provider and take any backups. The previous months refund will also be refunded upon termination.

#### 17. Effect of Termination

On termination or expiry of your Account for whatever reason you shall pay immediately all sums outstanding pending on your Account to Radni Technologies within 14 working days.

#### 18. Limitation of liability

18.1 Radni Technologies disclaims all liabilities in connection with the following:

- (a) loss of material uploaded;
- (b) incompatibility of the Services with any of the Customer's equipment, software or telecommunications links;
- (c) technical problems including errors or interruptions of the Services;
- (d) unsuitability, unreliability or inaccuracy of the Services;
- (e) computer viruses of any kind obtained by the Customer in the course of using the Services;
- (f) any security breaches whatsoever affecting the Customer's Account.

18.2 In no event shall Radni Technologies be liable either in contract, tort (including negligence) or otherwise for indirect, incidental or consequential damages, including without limitation, loss of income, data, use or information.



18.3 Nothing in this Clause 18 excludes each party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

18.4 Subject to Clause 18.3, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with the Services shall for any one incident or series of related incidents be limited to the annual fees paid by you to us in the year in which the liability first arose. No liability whatsoever will be accepted by us unless and until you have provided documentary evidence to our satisfaction proving that loss has occurred.

18.5 We exclude all liability of any kind in respect of any material on the internet posted by the Customer by means of the Services and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Services or on the internet, the accuracy, completeness or suitability for any purpose of any website content and the acts or omissions of other providers of telecommunications or internet services (including domain name registration authorities) or for faults in or failures of their equipment.

18.6 Radni Technologies will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

## 19. Indemnity

The Customer agrees that it shall defend, indemnify, save and hold Radni Technologies harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Radni Technologies, its agents, its customers, officers and employees, that may arise or result from any acts or omissions of the Customer, its agents, employees or assigns in connection with their use of the Services.

## 20. Law

20.1 This Agreement will be governed by and construed and interpreted in accordance with the law of Zimbabwe and the parties submit to the exclusive jurisdiction of licensed arbitrators in Zimbabwe.

20.2 The Customer and Radni Technologies both agree that a court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair and in such cases enforce only the terms and conditions as if the offending clause or clauses had never been contained in them.

21. Services provided under Meta-based applications include and limited to:

- I. Facebook
- II. WhatsApp
- III. Instagram
- IV. Threads

22. Services provided under Google-based applications include and limited to:

- I. Google
- II. YouTube