

TERMS OF SERVICE

This is an Agreement between *Infiniti Solutions S.A.R.L / Dexterity Solutions / Infiniti Software Solutions* Ltd herein after referred to as *Infiniti-Host* and you, including your subsidiaries, assignees and affiliates. We offer website hosting, web design services and SSL certificates subject to the terms and conditions set out in these terms and conditions.

This agreement is informed and governed by the Laws of Kenya, Rwanda and other international laws, which may be, applicable to the provision of web hosting, web designing services and SSL security provision.

Interpretation.

“**We**”, “**us**” will, unless otherwise provided in this summary, mean the hosting service provider and designer which for this purpose will be Infiniti -Host and its constituent parties as may be relevant.

“**Server**” or “**the server**” will, unless otherwise provided, mean the computer server equipment operated by us in connection with the provision of the services.

“**Service**” or “**services**” will, unless otherwise provided, mean web hosting and designing as provided to you by us.

“**You**” “**customer**” or “**client**” will, unless otherwise provided, mean the person purchasing services from us.

“**Website**” will, unless otherwise provided, mean the location allocated by us to you for use by you as a site on the Internet.

“**Termination of service**” will, unless otherwise provided mean terminating service provision.

“**Suspension of service**” will, unless otherwise provided mean suspending service provision.

“**Hacker(s)**” will, unless otherwise provided means someone (people) that breaks into systems to damage it, or for the purpose of getting illegitimate access to resources.

1. Our Services

Your account will be setup after full payment has been deposited with us and the verifying documents acquired where required.

You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes, in accordance to applicable provisions of Kenyan and International laws .

In particular, you represent, warrant and undertake that:

1. You shall not use the Server in any manner which infringes the law governing this agreement or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

2. You will not send bulk email whether opt-in or otherwise from our network or will you promote a site hosted on our network using bulk email.
3. You shall keep secure, any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including; loss, theft or unauthorised disclosure of your password or other security information.
4. Any access to other networks connected to Infiniti-Host must comply with the rules appropriate for those other networks.

We shall be under no liability for non-receipt or misrouting of e-mail or any other failure as the case may be.

2. Service Availability

We shall reserve the right to suspend-without prejudice to the agreement-our services provided to you at any time and for any reason based on the terms and conditions herein, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

Our services provided to you and your account with us cannot be transferred nor used by anyone else other than you.

You may use no more than one log in session under any one account at any time. If you have multiple accounts, you are limited to one log in session per system account at any time.

User programs may be run only during log in sessions.

If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the services provided to you and/or this Agreement immediately.

We do not guarantee that the server will be free from unauthorized users or hackers.

NO refunds shall be made for services not provided due to suspension as above described.

a) Acceptable Use Policy(AUP)

Infiniti -Host does not allow the use of unsolicited commercial email (“Spam”) to promote products or services. Any client engaging in the sending of Spam through the Infiniti-Host’s services or promoting information on websites hosted by Infiniti Host will be considered in breach of this Agreement and will be suspended from the Service immediately.

Your use of the Service must be in compliance with applicable USA, Kenya, Rwanda and laws of your country at all times. You are responsible for ensuring that your use of the Service does not consume excessive system or network resources that disrupts the normal use of the Service through, but not limited to, spawning multiple processes, or consuming excessive amounts of memory, CPU or bandwidth capacity.

The following is a non-exclusive list of content and behavior prohibited by the Service:

- a) Content that has or contains links to: nudity, pornography, adult content, materials with sex or foul language.
- b) Content that condones, promotes, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy related information, whether for educational purposes or not.
- c) Content that has been promoted through sending of spam or mail fraud or pages that promote or condone the sending of spam,

The sending of bulk email originating from our servers mass distributed to unknown recipients soliciting products or services, or of bulk email NOT originating from our servers mass distributed to unknown recipients soliciting products or services relating to Infiniti Host account will result in immediate account suspension.

- d) Content that is grossly offensive to the community, including blatant expressions for bigotry, prejudice, racism, hatred or excessive profanity, or to post any obscene, filthy, excessively violent, harassing, or otherwise objectable material.
- e) Content or otherwise that exploits persons under 18 years of age.
- f) Content that sells, or promotes any products or services that are illegal in the location at which post or content is posted or received.
- g) Content that infringes or violates any copyright, patent, trademark, service mark, trade name or other intellectual content right of any third party.
- h) Content that promotes mail fraud, Ponzi / pyramid) schemes or other illegal or fraudulent activities.
- i) Content that posts or discloses any personally identifying information or private information about any third parties without their express consent.
- j) Reverse engineering, reverse compiling or otherwise deriving the underlying source code, structure or sequence of any Infiniti Host provided service or technology.

b) Unacceptable Resource Usage

You may not:

1. Use twenty-five percent (25%) or more of our system resources for longer than ninety (90) seconds at a time. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.
2. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRC.D.

3. Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
4. Run any software that interfaces with an IRC (Internet Relay Chat) network.
5. Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
6. Participate in any file-sharing/peer-to-peer activities
7. Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.
8. Run cron entries with intervals of less than fifteen (15) minutes.
9. Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately.

3. Payment

Payment for the provision of the services shall be made in advance and to an official corporate bank account or officially confirmed Payment gateway e.g. Mobile payment to a bank account.

All charges payable by you for the services provided shall be in accordance with the scale of charges and rates published from time to time by us on our website or via an official Quotation.

We reserve the right to change pricing at any time before an agreement for the provision of services is sealed.

Payment is due each anniversary year following the date the Services were established until closure notice is given. If you choose to pay by credit or debit card you authorise Infiniti Host or its approved agents to debit your account renewal fees from your card.

Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of our services to you.

Once an account is suspended, access to files, databases and other content shall be explicitly denied.

All files, databases and other content including the account itself will be permanently deleted ten days, after the suspension of the services.

Account re-activation shall be required for access to the files, databases or any other content, before they are deleted.

NO refunds shall be made for services suspended in the above-mentioned cases.

4. Termination of services

Provision of services shall be terminated if payment is not made as it falls due.

Without prejudice to the other terms and conditions provided above, we may terminate provision of services without due notice given if payment is not made as earlier been agreed upon.

Contravention of any of the terms and conditions above may lead to termination of our service provision and/or this agreement and may attract legal action as the case may be.

Service provision shall be terminated without prior notice, in case of a company, the company is liquidated or falls under a receiver or enters into a voluntary arrangement with the creditors. .

We reserve the right to suspend our services and/or terminate this Agreement at any time if anything occurs that causes the provision of the services a criminal act or if it is inconsistent with the laws that informs it.

You may cancel our services at any time but no refunds will be made unless provided for in the respective Service Contract Agreement(applicable to Custom services)

On termination of this Agreement or suspension of our services, we shall be entitled to immediately block access to your Web Space and to remove all data located on it.

5. Limitation of Liability

All conditions, terms, representations and warranties relating to our services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to the following point.

Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of our services shall be limited to the charges paid by you in respect of our services, which are the subject of any such claim.

In any event, no claim shall be brought unless you have notified us of the claim within one year of it arising.

In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect, consequential, or economic loss whatsoever

6. Communication

All communication shall be made through e-mail, fax, or recorded delivery to the address provided by either party while sealing the agreement or such other address as may be communicated to either party.

You will provide us with an e-mail address, which is not at the domains you are signing up under.

Provision of false contact information, leads to automatic termination of your account at discovery.

You will be communicated to, through the primary e-mail address you provide.

You shall endeavour to update us of any changes of your e-mail or any other contacts on file to ensure uninterrupted communication.

7. Revisions

We reserve the right to revise, amend or modify these terms and conditions and any of our policies as may affect the above terms and conditions.

In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in this Agreement.

8. Comments or Questions.

If you have any questions, comments or concerns arising from our services, the terms and conditions, policies and notices or other matters.

E-mail: support@infiniti-host.com

9) Indemnification

- a) Customer agrees that they will protect, indemnify, save and hold Infiniti Host or its agents harmless from any and all stipulations, liabilities, losses, expenses and claims, including but not limited to reasonable attorney's fees assessed against Infiniti-Host, its agents, customers, officers, employees, officers, shareholders, directors and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees, officers, shareholders, directors, or assigns.
- b) Customer agrees to defend, indemnify and hold Infiniti-Host harmless against liabilities arising out of;
 - (1) any injury to person or property caused by any products sold or distributed in association with Infiniti-Host's Services;
 - (2) any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party;
 - (3) copyright, trademark or patent infringements, other intellectual property violation and any defective products sold to a customer from Infiniti-Host's Services.

10) DISCLAIMER:

INFINITI HOST WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. INFINITI HOST MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE.

INFINITI HOST DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, FAILED BACKUPS, FAILED HARDWARE, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY INFINITI HOST AND ITS EMPLOYEES, DATACENTER, CONTRACTORS.

INFINITI HOST RESERVES THE RIGHT TO AMEND OR UPDATE THESE POLICIES WITHOUT NOTICE.

Failure to follow any terms and conditions may result in account deactivation or termination without notice. Infiniti Host furthermore expects that its customers who provide Internet services to others will fully comply with all applicable laws concerning the privacy of online communications.

A customer's failure to comply with those laws will violate this policy.

Finally, we wish to emphasize that in accepting services, customers indemnify Infiniti Host for the violation of any law or Infiniti Host policy, that results in loss to Infiniti Host or the bringing of any claim against Infiniti Host or its agents. This means that if Infiniti Host is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Infiniti Host, plus costs and reasonable attorneys' fees.