

Webhosting Agreement



This agreement is by and between _____ hereafter "the client" and _____, hereafter Geniusworks.

The client is contracting Geniusworks as a provider of Domain Hosting services. Services are subject to be charged at a regular yearly rate of _____, and will be considered part of this contract.

What is included in this agreement:

I. PRIVACY POLICY

We hate spam just as much as you do. We will never share your information with third parties unless required to do so by law or requested by you. The information we collect from you will be used to maintain your services with us and to represent the quality of our work to others, such as in our online portfolio.

II. OWNERSHIP OF WEBSITE DOMAIN NAME

Website domain names are leased from domain name registration companies. When Geniusworks registers a domain name for a client, that registration will be made in the client's name. Upon payment of any outstanding fees, the client has the right to use that domain name regardless of whether he/she chooses to continue further services with Geniusworks. Domain name renewal and renewal fees are the responsibility of the client. If the client chooses to have Geniusworks renew the domain name on behalf of the client, Domain renewals are billed and renewed thirty (30) days before the renewal date. Clients are advised to closely monitor the renewal date of a registered domain name and to verify that the renewal of said domain name has been completed. Geniusworks cannot be responsible for expired domain names.

-Domain Transfers

- Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. The free transfer service is available for thirty (30) days from your sign up date. Transfers outside of the thirty (30) day period will incur a charge; please contact a member of our Transfers department to receive a price quote. In no event shall Geniusworks be held liable for any lost or missing data or files resulting from a transfer to or from Geniusworks. You are solely responsible for backing up your data in all circumstances.

-Account Security and Geniusworks Systems.

- It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the 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 user name and password. You are required to 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 or update your password before suspending your account.
- The Services, including all related equipment, networks and network devices are provided only for authorized customer use. Geniusworks may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. Geniusworks may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by Geniusworks of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, Geniusworks may clean-up your account for an additional fee.
- Geniusworks reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

Price Change

- Geniusworks reserves the right to change prices, the annual payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by Geniusworks through the user billing tool or through other methods of communication, including notices sent or posted by Geniusworks.

Reseller Terms and Client Responsibility

- Resellers shall ensure that each of their clients complies with this Agreement.
- Resellers are responsible for supporting their clients. Geniusworks does not provide support to clients of Geniusworks' resellers. If a reseller's client contacts Geniusworks, Geniusworks reserves the right to place a reseller client account on hold until the reseller can assume responsibility for the reseller's client. All support requests must be made by the reseller on its client's behalf for security purposes.
- Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Geniusworks will hold any reseller responsible for any of their client's actions that violate the law or this Agreement.
- Geniusworks is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify Geniusworks from and against any and all claims made by any User arising from the reseller's acts or omissions.
- Geniusworks reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by Geniusworks.
- Resellers in the Geniusworks Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

Backups and Data Loss

- Your use of the Services is at your sole risk. Geniusworks' backup service runs once a week and overwrites any of our previous backups. Only one week of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at Geniusworks' sole discretion. Geniusworks does not maintain backups of dedicated accounts. Geniusworks is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Geniusworks servers.

Uptime Guarantee.

- If your shared or reseller server has a physical downtime that falls short of the 99.9% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of Geniusworks and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please visit <http://support.geniusworks.co.tz> to create a support ticket to our Billing department with justification. Uptime guarantees only apply to shared and reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

Legal:

The client and Geniusworks are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the client nor Geniusworks has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

This agreement shall be governed by and construed in accordance with the laws of United Republic of Tanzania applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: _____ Date

On behalf of Geniusworks: _____ Date

Contract Expiration Date _____