

## UNIVERSAL TERMS OF SERVICES

This Universal Terms of Service Agreement ("Agreement") sets forth the terms and conditions of the use of our services, purchase of our products and related services and for the purchase and/or use of any products and services acquired through AfroHub Services from our partners and/or affiliates (collectively "Services").

In this Agreement "You" and "Your" refer to You as the user of our Services, or any agent, employee, servant or person authorized to act on Your behalf. "We", "Us" and "Our" refer to AfroHub Services ("AfroHub Services"). This Agreement explains Our obligations to You, and explains Your obligations to Us for using Our Services. These obligations are in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

### 1. Eligibility & Authority

Our site and Services are available only to users who can form legally binding contracts under applicable law. By using this site and/or the Services, You represent and warrant that you are at least eighteen (18) years of age and not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If You are entering this Agreement on behalf of a corporate entity, You represent and warrant that You have legal authority to bind such corporate entity to the terms and conditions contained in this Agreement (and those additional agreements and policies incorporated by reference), in which case "You", "Your" will also refer to such corporate entity. If, after acceptance of this Agreement, We find that You do not have the legal authority to bind said corporate entity, You will be personally responsible for the obligations contained in this Agreement and any/all related agreements that You enter into based on the Services You use, including but not limited to the payment obligations.

AfroHub Services shall not be liable for any loss or damage resulting from Our reliance on any instruction, notice, document or communication reasonably believed by Us to be genuine and originating from an authorized representative of Your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, We reserve the right (but undertake no duty) to require additional authentication from You. You further agree to be bound by the terms of this Agreement, and any other agreement and/or policies required by the Services purchased, for transactions entered into by You, anyone acting as Your agent and anyone who uses Your account or the Services, whether or not authorized by You.

## **2. Accounts; Accurate Information; Transfer of Data Abroad.**

In order to access some of the features of this site or use some of the Services, You will have to create an Account. You represent and warrant that all information You submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. You further agree to maintain accurate information by providing updates to Us, as needed, while You are using the Services. You agree that You will notify AfroHub Services within five (5) business days of any change in the information You provided as part of the application and/or registration process and as required by Your Account. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by AfroHub Services to determine the validity of information provided by You will constitute a material breach of this Agreement.

If We have reason to believe that Your Account information is untrue, inaccurate, not current, misleading or incomplete, We reserve the right, in Our sole and absolute discretion, to suspend or terminate your Account and any Services.

You are solely responsible for the activity that occurs on Your Account, whether authorized by You or not, and You must keep your Account information secure, including without limitation Your customer username/login, support pin code, password, API key (if any) and any/all content which might include payment details.

You must notify AfroHub Services immediately of any breach of security or unauthorized use of Your Account. We will not be liable for any loss You incur due to any unauthorized use of Your Account. You, however, may be liable for any loss We or others incur caused by Your Account, whether caused by You, or by an authorized person, or by an



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unauthorized person. Further, You agree that We may charge You administrative fees equal to \$50 (US Dollars) per hour for Our time spent in relation to said matter, regardless of whether or not We return control over the Account and/or domain names in question to You.

**Transfer of Data Abroad.** If you are visiting this Site and/or using Our Services from a country other than the country in which Our servers are located, Your communications with Us and/or use of Our Services may result in the transfer of personal information (including Your Account information) across international boundaries. By visiting this Site, using Our Services and communicating electronically with Us, You consent to such transfers.

### **3. Availability of Website & Services.**

We shall use commercially reasonable efforts to attempt to provide this site, the Services available to purchase on Our site and Our Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that We undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that We have no control over the availability of this Site or Services on a continuous or uninterrupted basis, and that We assume no liability to You or any other party with regard to such, including but not limited to loss of revenue.

### **4. Client Area**

The client area associated with Your Account ("client area") enables You to purchase, renew, extend, suspend or cancel Service(s). You acknowledge and agree that You will not use the client area to abuse and/or overload any of Our Systems or Services. Abuse of the client area will be determined in Our sole and absolute discretion. It includes but is not limited to repetitive, high volume requests, inquiries, calls or other excessive use or abuse of Our Systems or Service(s). You further agree to abide by such guidelines on acceptable use of Our Services (and/or the client area) as set forth by Us, which may change



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at any time in Our sole and absolute discretion. In addition to any other right to terminate, AfroHub Services specifically has the right to immediately terminate Your Account, without notice or right to cure, in the event that You violate this term.

## **5. Acceptable Use Policy (AUP).**

You acknowledge and agree to the following with respect to all of Our Services:

A. You will use all Services for lawful purposes only and You will comply with the terms of this Agreement and any other agreements you have entered into by virtue of purchasing or using Our Service(s) in addition to all applicable local, state, national and international laws, rules and regulations.

B. You will not collect or harvest (or permit anyone else to collect or harvest) any user content (as defined below) or any non-public or personally identifiable information about any other user or any other person or entity without their express permission.

C. You will NOT use our site or Services in a manner (as determined by Us in our sole and absolute discretion) that:

- Violates the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government and/or international laws or customary industry acceptable use standards;
- Promotes, encourages or engages in child pornography or the exploitation of children;
- Promotes, encourages, engages or displays cruelty to humans or animals;
- Promotes, encourages or engages in terrorism, violence or hatred against people, animals or property;
- Transmits any unsolicited commercial or bulk email, or engages in any activity known or considered to be spamming or Mail Bombing;
- Makes any illegal communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum;
- Makes, attempts or allows any unauthorized access to AfroHub Services website, servers, account, Your own hosting account or the account of any other customers of AfroHub Services;
- Allows any remote code execution of malicious software through a hosting account or any APIs provided by AfroHub Services;



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- Causes denial of service attacks, port scans or other endangering and invasive procedures against AfroHub Services servers and facilities or the servers and facilities of other network hosts or Internet users;
- Forges the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the user;
- Infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party information;
- Contains viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware;
- Contains any kind of proxy server or other traffic relaying programs;
- Uploads unacceptable material which include: IRC bots, warez, image, file storage, mirror, or banner-ad services, topsites, streaming, Escrow, High-Yield Interest Programs (HYIP) or related sites, investment sites (FOREX, E-Gold Exchange, etc.), cryptocurrency miners, sale of any controlled substances without providing proof of appropriate permit(s) in advance, AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacking focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts;
- Engages in or instigates actions that cause harm to AfroHub Services or other customers. Such actions include, but are not limited to, actions resulting in blacklisting any of Our IPs by any online spam database, actions resulting in DDOS attacks for any servers, etc.;
- Reverse engineers any API or attempts to use an API to obtain confidential information;
- Circumvents an API in order to violate AfroHub Services restrictions such as, but not limited to, accessing products and services owned by other customers, avoiding payment for Services;

D. You will not access AfroHub Services Content (defined below) or User Content (also defined below) through any technology or means other than through this site itself, or as We may designate.



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E. You agree to back-up all of Your User Content, including website, email and applicable content, so that You can access it when needed. AfroHub Services does not warrant that We back-up any account, User Content / website and/or email and applicable content, and You agree to accept as a risk the loss of any and all of Your User Content.

F. You agree to provide government-issued photo identification and/or government-issued business identification, plus whatever else We deem required and necessary, in order to verify Your identity.

AfroHub Services reserves the right to refuse Services to anyone upon Our discretion. Any material that in AfroHub Services's judgment is either obscene or threatening is strictly prohibited and will be removed from AfroHub Services servers immediately with or without prior notice and may lead to possible warning, suspension or immediate account termination with no refund.

You agree that We have the sole right to decide what constitutes a violation of the terms described above as well as what is the appropriate severity of any corrective action to be applied. In the event that a violation of Our terms of service is found, AfroHub Services will take corrective action upon Our own discretion and will notify You. AfroHub Services's decision in such case is binding and final, and cannot be a subject of a further change. AfroHub Services cannot and shall not be liable for any loss or damage arising from Our measures against actions causing harm to AfroHub Services or any other third party.

You further agree to the product and service specific AUPs which are incorporated herein by reference:

Acceptable Use Policy — AfroHub Services Acceptable Use Policy for web hosting clients

## **6. AfroHub Services Content; User Content.**

In addition to the general rules above, the provisions in this section apply specifically to Your use of AfroHub Services Content and User Content posted to AfroHub Services's site (i.e. those sites which We directly control or maintain). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) You may have in content posted to Your websites.

**User Content.** Some of the features of Our site(s) or the Services may allow users to view,



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post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice (“User Submissions”), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos, (c) reviews, rankings and/or product ratings (“User Reviews”) (collectively “User Content”). User Content also includes all content submitted through your Account. By posting or publishing User Content to this site or to the Services We offer, You represent and warrant to Us that (i) You have all necessary rights to distribute User Content via this site or via the Services, either because You are the author of the User Content and have the right to distribute the same, or because You have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party.

**Security.** You agree not to circumvent, disable or otherwise interfere with the security-related features of this site or Our Services (including without limitation those features that prevent or restrict use or copying of any AfroHub Services Content or User Content) or enforce limitations on the use of this site or Our Services, the AfroHub Services Content or the User Content therein.

## **7. AfroHub Services’s Use of User Content.**

The provisions in this section apply specifically to AfroHub Services’s use of User Content posted to Our websites (i.e., those sites which AfroHub Services directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) You may have in content posted to Your hosted websites.

**In General.** You shall be solely responsible for any and all of Your User Content or User Content that is submitted through Your Account, and the consequences of, and requirements for, distributing it.

**User Submissions & User Reviews.** You acknowledge and agree that:

- Your User Submissions and/or User Reviews are entirely voluntary.
- Your User Submissions and/or User Reviews do not establish a confidential relationship or obligate Us to treat Your User Submissions as confidential or secret.
- AfroHub Services has no obligation, either express or implied, to develop or use Your User Submissions or User Reviews, and no compensation is due to You or to anyone else for any intentional or unintentional use of Your User Submissions or User Reviews.



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- AfroHub Services may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

AfroHub Services shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions and/or User Reviews posted to Our site(s), and shall be entitled to the unrestricted use and dissemination of any User Submissions or User Reviews posted to Our site(s) for any purpose, commercial or otherwise, without acknowledgment or compensation to You or to anyone else.

basis. We do not guarantee that any specific results can be obtained by using such software. AfroHub Services does not take responsibility for any faults in such software functioning. You agree that Your use of any AfroHub Services Services shall be used by You in accordance with the terms of any relevant third-party licenses. Your failure to abide by any third-party license may result in the immediate termination of Your Services by AfroHub Services.

You can add and use third-party software on Your account only if it is compatible with Our servers and is approved by AfroHub Services. Your use of any third party software is at Your own risk. AfroHub Services does not control and therefore cannot be responsible for any third party software performance and provides no guarantees that its use will result in any particular outcome or result. AfroHub Services will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with Your use of third party software or products. AfroHub Services reserves the right, at its sole discretion, to terminate, suspend, cancel or alter Your access to third-party software at any time.

You are solely responsible for any license and other fees required by the software providers, for using any third-party software installed on Your account apart from the initial account setup.

**Links to Third-Party Websites Provided By Us.** This site and the Services offered by AfroHub Services, may contain links to third-party websites that are not owned or controlled by Us. These links include, but are not limited to, links to third-party provider services and products through the AfroHub Services App Marketplace. AfroHub Services assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, AfroHub Services does not censor or edit the content of any third-party websites. By using this site or Our Services, whether



provided directly by Us or by a third-party, You expressly release AfroHub Services from any and all liability arising from Your use of any third-party website and/or services offered by them. Accordingly, AfroHub Services encourages You to be aware when You purchase or use products/services of third-parties and to review the terms and conditions, privacy policies, and other governing documents of each other website that You may visit. As between You and AfroHub Services, this Agreement and all of Our policies and additional terms control Our relationship with You.

- **Third-Party Content.**

If You elect to sell or resell advertising or web space to a third party then You will be responsible for the contents of that advertising and the actions of that third party. AfroHub Services has the absolute right to reject any advertising or other third party content that is illegal, offensive, defamatory or otherwise in breach of the then current AfroHub Services policy or agreement. Such content may result in the suspension or in the immediate termination of Your account.

## **8. Privacy.**

AfroHub Services's Privacy Policy, which is incorporated herein by reference, is applicable to all Services. The Privacy Policy sets out Your rights and AfroHub Services's responsibilities with regard to Your personal information. AfroHub Services will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy. You agree that AfroHub Services, in its sole discretion, may modify the Privacy Policy, and You further agree that, by using the Services after such modifications become effective, You have agreed to these modifications. You acknowledge that if You do not agree to any such modification, You may terminate this Agreement. AfroHub Services will not refund any fees paid by You if You terminate your Agreement under this provision. You represent and warrant that You have provided notice to, and obtained consent from, any third party individuals whose personal data You supply to AfroHub Services as part of the Services with regard to: (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data You supply to AfroHub Services in the future. AfroHub Services is not responsible for any

consequences resulting from Your failure to provide notice or receive consent from such individuals nor for Your providing outdated, incomplete or inaccurate data.

## **9. Trademark or Copyright Claims.**

AfroHub Services is a service provider and respects the copyrights and other intellectual property rights of others. To the extent AfroHub Services receives a proper notice of infringement of copyright, trademark or other intellectual property, AfroHub Services reserves the right to access, preserve and disclose to third parties any of Your information or data (including personally identifiable information and private communications) related to a written complaint of infringement if AfroHub Services believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

AfroHub Services expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement.

AfroHub Services also reserves the right to terminate an account or subscriber for even one instance of infringement.

If You would like to submit (a) a trademark claim for violation of a mark on which You hold a valid, registered trademark or service mark, or (b) a copyright claim for material on which You hold a bona fide copyright, please refer to AfroHub Services's Copyright and Trademark Policies.

- No Spam; Liquidated Damages.

**No Spam Policy.** We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using Our products and services for the purpose of sending spam are fully investigated. If We determine there is a problem with spam, We will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

- Usage of the AfroHub Services network and systems to receive replies to unsolicited mass e-mail messages.



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- Transmission of any unsolicited commercial or bulk email, engagement in any activity known or considered to be spamming or Mail Bombing.
- Inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum.
- Forgery of e-mail headers (i.e. "spoofing").
- Forgery of the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the User.
- Spamming using third-party proxy, aggregation of proxy lists, or proxy mailing software installation.
- Configuring mail servers to accept and process third-party emails for sending with no user identification and/or authentication.
- Engagement in spamvertising or provision of any services that support spam.
- Using weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, use net posts, popups, instant messages or text/SMS messages for sending, posting or transmitting unsolicited bulk messages.
- Advocating any activities prohibited by this Agreement.
- Newsgroup postings
- Windows system messages
- Pop-up messages (aka "adware" or "spyware" messages)
- Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
- Online chat room advertisements
- Guestbook or Website Forum postings
- Facsimile Solicitations
- Text/SMS Messages

We will not allow Our servers and services to be used for the purposes described above. In order to use Our products and services, You must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but You must also abide by this no spam policy.

If We determine the services in question are being used in association with spam, We will re-direct, suspend, or cancel any web site hosting, domain registration, email boxes or other applicable services for a period deemed appropriate by AfroHub Services. The registrant or customer will be required to respond by email to Us stating that they will



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cease to send spam and/or have spam sent on their behalf. We may require a non-refundable reactivation fee to be paid before the site, email boxes and/or Services are reactivated. In the event We determine the abuse has not stopped after Services have been restored the first time, We may terminate any and all Services associated with the domain name in question and, if We do, no refund will be available to You.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through Our Spam Abuse Complaint Center on the Web. Report abuse →

**Remedies, Liquidated Damages.** You agree that We may immediately terminate any Account which we believe, in Our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Us liquidated damages in the amount of \$500 or \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your Account, whichever amount is greater.

- Use of Free Email Forwarding Services.

In order to safeguard overall server performance, You may forward not more than 500 emails/hour per domain.

AfroHub Services may, at its sole discretion, limit the volume of email messages You can deliver through our services. AfroHub Services may limit email volume by queuing Your email messages internally, or by temporarily rejecting requests to send email through our services. AfroHub Services may block any message You attempt to submit using our services, for any reason whatsoever, with or without notifying You of such blocking.

Under no circumstances will AfroHub Services be liable to You or any other party for any indirect, special, economic or consequential damages (including without limitation lost profits) arising out of email blocking or queuing.

## **10. Billing & Payment; Currency; Termination & Cancellation Policy.**

**Billing and Payment.** All fees for the Services shall be in accordance with AfroHub Services's fee schedule then in effect, the terms of which are incorporated herein by reference, and shall be due at the time You order the Services, unless otherwise noted. You may pay for Services by providing a valid credit or debit card, an electronic check (from your personal or business checking account, as appropriate), or any other payment



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method then accepted by AfroHub Services (each a "Payment Method"); provided, however, that We may at Our option require that You pay fees through a particular payment means (such as by credit card or by wire transfer or mobile payments) or that You change from one payment provider to another. Charges for the Service(s) will be billed to Your chosen Payment Method as charges for "AFROHUB SERVICES" The statement descriptor may also include a unique identifier of the transaction. AfroHub Services is not responsible for any changes in statement descriptors made by Your credit card issuer. If You choose to pay for the Service(s) by credit card, Our payment processing service provider may, at the beginning of the payment process, pre-authorized the transaction charges against Your credit card. This process confirms both the validity of the credit card and the availability of sufficient funds to finalize the transaction.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION WILL ATTEMPT TO AUTOMATICALLY RENEW THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD, EXCEPT FOR DOMAIN NAMES WHICH WILL RENEW FOR THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, FOR PRODUCTS OTHER THAN DOMAINS, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WITH THE AUTOMATIC RENEWAL OPTION, AfroHub Services WILL ATTEMPT TO RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH US AT AfroHub Services'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. PLEASE NOTE THAT RENEWAL DATES VARY BY SERVICE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE OR IF YOUR PAYMENT METHOD CHOSEN FOR YOUR AUTOMATIC RENEWAL SHOULD FAIL, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND AfroHub Services SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME. AfroHub Services RESERVES THE RIGHT TO



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DETERMINE WHETHER A SECOND ATTEMPT AT PAYMENT WILL BE MADE SHOULD THE CHOSEN PAYMENT METHOD FAIL.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND AfroHub Services SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason AfroHub Services is unable to charge your payment method for the full amount owed for the Services provided, or if We receive notification of a chargeback, reversal, payment dispute, or are charged a penalty for any fee previously charged to your payment method, You agree that AfroHub Services may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to You, of any domain names or Services registered or renewed on Your behalf. You also agree that all rights to and interest in and use of any Services, content and/or products purchased through Us, including all data hosted on Our systems shall be assumed by Us in satisfaction of any indebtedness by You to Us. Our reinstatement fee is currently equal to the fee charged by the payment processor involved in the transaction reversal.

AfroHub Services also reserves the right to charge You reasonable "administrative fees" or "processing fees" for (i) tasks AfroHub Services may perform outside the normal scope of its Services, (ii) additional time and/or costs We may incur in providing its Services, and/or (iii) Your noncompliance with this Agreement (as determined by AfroHub Services in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) investigation into the use of AfroHub Services services where it is alleged and verified by AfroHub Services that your use of such services were for abuse; (iii) account maintenance where there has been inactivity in your account for 6 months or more; (iv) UDRP action(s) in connection with Your domain name(s) and/or disputes that require accounting or legal services, whether



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performed by AfroHub Services staff or by outside firms retained by AfroHub Services; (v) recouping any and all costs and fees, including the cost of Services, incurred by AfroHub Services as the results of chargebacks or other payment disputes brought by You, Your bank or payment method processor. These administrative fees or processing fees will be billed to the payment method You have on file with AfroHub Services. If You signed up for a monthly payment plan, Your monthly billing date will be determined based on the day of the month You purchased the products or Services. If You signed up for an annual (or longer) payment plan, and You elected the automatic renewal option, AfroHub Services will automatically renew Your Services when they come up for renewal and will take payment in accordance with the designated payment method at AfroHub Services's then current rates.

**Currency.** While all purchases are processed in TZS (Tanzanian Shillings ), AfroHub Services may provide an estimated conversion price to currencies other than TZS. You acknowledge and agree that the pricing displayed during the checkout process is an estimate. Due to potential slight time delays between actual purchase and the payment settlement, the actual price charged may fluctuate. Accordingly, AfroHub Services makes no representations or warranties that the actual price will be the same or substantially similar to the actual price You will pay and You waive any and all claims based upon any discrepancy between the estimate and the actual price. In addition, You may be charged VAT or additional off-shore margin and/or fees, based on the country indicated in Your billing address section. Any amounts to be charged will appear during the checkout process.

**Termination & Cancellation Policy.** The initial term of Your agreement with AfroHub Services shall be as set forth in Your Order Form. The Initial Term shall begin upon commencement of the Services in the Order Form. After the Initial Term, your agreement with AfroHub Services shall automatically renew for successive terms of equal length as the Initial Term, unless terminated or cancelled by either party as provided in this section.

This agreement may be terminated: (i) by You when You discontinue the use of Our Services or (ii) by AfroHub Services at any time, without prior notice, if, in AfroHub Services's judgment, You are in violation of any terms or conditions herein; or (iii) in AfroHub Services's sole judgment, Your use of the Services places or is likely to place



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unreasonable demands upon AfroHub Services or could disrupt AfroHub Services's business operations; or (iv) by AfroHub Services if it so determines that You are or are alleged to be violating the terms and conditions of any other agreement entered into by You and AfroHub Services.

In the event of termination or suspension of Services under the above circumstances, You agree (a) that no pre-paid fees will be refunded to You; and (b) that AfroHub Services may take control of any domain name associated with the terminated Services, provided such domain name was registered through the domain name registration of AfroHub Services.

**Refunds do NOT apply to Services unless otherwise specified.**

In the event of termination of this Agreement caused by Your default hereunder, You shall bear all costs of termination, including any reasonable costs AfroHub Services incurs in closing Your account. You agree to pay any and all costs incurred by AfroHub Services in enforcing Your compliance with this section. Upon termination, You shall destroy any copy of the materials provided to You hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, AfroHub Services may delete all information related to You on the Services.

**11.Customer Support.**

AfroHub Services provides online customer support to You at no additional fee for issues related to AfroHub Services Services only. AfroHub Services has the right to decide what is a service related issue and to charge additional fees or refuse support for non-service related issues. Any fees paid by You for providing non-service related support are non-refundable. AfroHub Services will also require, before assistance can be given, that You verify Your identity in relation to the Account in question. We will determine, in Our sole and absolute discretion, what must be provided for verification purposes, including the use of secure validation tools such as Validation.com.

Unless otherwise directed by a specific Service, You can request customer support only by opening Live Chat or Ticket through the client area system located in the Customer area , email through [support@afrohub.co.tz](mailto:support@afrohub.co.tz) or call our support line shown on Afrohub Services website [www.afrohub.co.tz](http://www.afrohub.co.tz) . AfroHub Services will have no liability to provide



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customer support if it is requested in any other way apart the instructions explained above. AfroHub Services will have no liability to respond to requests sent in inappropriate categories. You acknowledge that by asking our customer support representatives for assistance, You authorize their intervention and operation in Your account.

You must provide AfroHub Services with all information and access to facilities that AfroHub Services may reasonably require to provide the requested customer support. You are solely liable for performing and storing a back-up copy of data, files, hosting account and any other content prior to requesting customer support and agreeing to any interference or operation, provided by AfroHub Services.

### **12. Account Use.**

You are responsible for security of Your Account access credentials. In the event of any partnership break-up, divorce or other legal problems that includes You, You understand that AfroHub Services will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will AfroHub Services be liable for any losses incurred by You during this time of determination of ownership, or otherwise. You agree to defend (through counsel of Our choosing), indemnify and hold harmless AfroHub Services from any and all claims arising from such ownership disputes. If you are required to supply or transmit sensitive information to AfroHub Services you should take all due precautions to provide any sensitive information over a secure communication channel.

### **13. Disclaimer of Representations and Warranties.**

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND OUR SERVICES SHALL BE AT YOUR OWN RISK AND THAT SERVICES FOUND ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". AfroHub Services, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AfroHub Services, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR



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CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND AfroHub Services ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY AfroHub Services, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS SUPPORT CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR OUR SERVICES.

#### **14. Notices.**

You agree that any notices required to be given under this Agreement by Us to You will be deemed to have been given if delivered in accordance with the account and/or, if domain related, the domain name Whois information You have provided. You acknowledge that it is Your responsibility to maintain current contact information in the account and/or domain name Whois information You have provided.

#### **15. Final Agreement.**

This Agreement, together with all modifications, constitutes the complete and exclusive agreement between You and Us, and supersedes and governs all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by You except by means of a written document signed by both You and an



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authorized representative of Us. By applying for AfroHub Services's Services through the online application process or otherwise, or by using the Services under this Agreement, you acknowledge that You have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

#### **16. No Agency Relationship.**

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

#### **17. Contact Information.**

If you have questions about this Agreement, please contact us by email or regular mail at the following address:

AfroHub Services Customer Support Department

[support@afrohub.co.tz](mailto:support@afrohub.co.tz)

Arusha - Tanzania



**Email:** [support@afrohub.co.tz](mailto:support@afrohub.co.tz) **Website:** [www.afrohub.co.tz](http://www.afrohub.co.tz)