

# Youdo Media Terms of Service

The use of services from Youdo Media constitutes agreement to these terms.

("Youdo Media" from here on referred to as "The Company", "We", "Us", and "Our") agrees to provide services to the Customer, subject to the following Terms of Service (TOS) and Acceptable Use Policy (AUP). "You" means the person or company who is using our service(s) or product(s).

**⚠ Any violations of the Terms of Service will waive any rights to agreement and might lead to the disruption of service, account suspension or termination.**

**Term:** Customer agrees to a billing cycle to billing cycle contract term for services unless otherwise agreed to in writing. The billing cycle to billing cycle contract for services is automatically renewed at the end of each billing cycle in perpetuity subject to cancellation by the Customer. Nonpayment of your account does not automatically cancel your services and we require a 1 (one) month notice in advance.

## 1. Payments and Fees

Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. Subscriber agrees that The Company/Credit Card/Paypal automatically charges subscriber's credit card, check or Paypal account every month.

You are obligated to pay for your account even if you do not use it. Because we have provided you with usernames, passwords, DNS entries, an IP address, and other server/network resources, you have the ability to use your account. The fact that you do not do so is not relevant - you are still obligated to pay for the account. Even an unused account uses valuable system resources that could be used for other customers.

**Monthly Service Fees:** Fees for service(s) ordered by the Customer shall begin on the date of the initial order and that date shall serve as the monthly anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.

**Upgrade Fees:** Upgrades ordered on the billing anniversary date will be billed for a full month service and will continue each month on the anniversary date. Upgrades ordered after the normal anniversary billing date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing anniversary billing date.

**Additional Service Fees:** Additional services ordered on the billing anniversary date will be billed for the full month service and will continue each month on the anniversary date. Additional services ordered after the normal anniversary billing date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing anniversary billing date.

**One Time Fees:** One time fees, such as setup fees, administrative fees, bandwidth overages and late fees are due and payable at the time they are incurred, and agreed upon in writing or via ticket with approval.

It is the customer's responsibility to notify our sales team via email at [sales@youdomedia.co.za](mailto:sales@youdomedia.co.za) after paying for a domain renewal and to ensure the email is received and acted upon. Domain renewal notices and invoices are provided as a courtesy reminder and Youdo Media cannot be held responsible for failure to

renew a domain or failure to notify a customer about a domain's renewal.

Subsequently, domain renewals are billed and renewed 30 days before the renew date. It is the customer's responsibility to notify our sales team via email at [sales@youdomedia.co.za](mailto:sales@youdomedia.co.za) for any domain registration cancellation. No refunds can be given, once a domain is renewed. All domain registrations, and renewals are final.

#### **Failure to Pay:**

Youdo Media may temporarily deny service or terminate this Agreement upon the failure of the customer to pay charges when due. Such termination or denial will not relieve subscriber of responsibility for the payment of all accrued charges. Service will be interrupted on accounts that reach 5 days past due.

**⚠ WARNING:** We reserve the right to follow the correct procedures to report your unpaid balance to credit reporting agencies. Unpaid invoices may affect your credit rating.

## **2. Invoices and Due Dates**

Youdo Media generates and sends all invoices 7 days in advance of the due date. You have 7 days pay payments and fees. You are responsible to pay any payments and fees by due date.

7 days before the due date

We generate and send all invoices. This invoice can be checked in the MemberZone.

2 days before the due date

We send unpaid invoice reminder emails. This reminder be checked in the MemberZone.

1 day after the due date

We send an overdue invoice reminder email. This reminder be checked in the MemberZone.

2 days after the due date

We send an overdue invoice reminder email. This reminder be checked on in the MemberZone.

3 days after the due date

We send an overdue invoice reminder email. This reminder be checked in the MemberZone.

5 days after the due date

Suspension of your hosting account.

After 30 days of non-payment from Invoice Due Date

Your account/service will be terminated and your all data will be deleted from the servers and billing system.

Youdo Media will not be responsible for any damages your business may suffer because of your failure to make payment. Youdo Media makes no warranties of any kind, expressed or implied, for the services we provide.

## **3. Price Changes**

The amount you pay for hosting will never increase from the date of purchase unless you are formally notified with a minimum notification period of 365 days . However, we reserve the right to change prices listed on Youdo Media, and the right to increase or decrease the amount of resources given to plans at any time.

## 4. Cancellations

All Hosting services require a **30 day notice** before the due date of the next invoice in order to cancel service.

All Cancellations must be forwarded to [support@youdomedia.co.za](mailto:support@youdomedia.co.za). Any missing information may delay the cancellation of your account. Youdo Media will not be responsible for additional charges made if data is missing. All requests are manually reviewed and processed by our staff. If any of the above verification information does not match your account records, we will contact you via email to confirm the correct details. Your account is not cancelled until you receive an email from a member of our staff (not an automated reply) confirming that your account cancellation was completed.

If you have a past-due balance on your account at the time the account is closed (either by your request or due to non-payment), the remaining balance must be paid within 30 days of when the account is closed. If we do not receive payment on the remaining balance in that time, we will begin efforts to collect any fees owed. We apply a R250.00 collection fee to cover our costs in attempting to collect your debt. If our internal collection efforts fail, we reserve the right to turn the account over to a third party (either a collections agency or an attorney) for further action.

**⚠ WARNING:** We reserve the right to follow the correct procedures to report your unpaid balance to credit reporting agencies. Unpaid invoices may affect your credit rating.

## 5. Notification of Violation

Youdo Media is under no duty to look at each customer's or user's activities to determine if a violation of the TOS/AUP has occurred, nor do we assume any responsibility through our TOS/AUP to monitor or police Internet-related activities.

## 6. Suspension/Termination

Youdo Media reserves the right to cancel your account at any time with or without notice.

Your Service may be suspended / terminated by Youdo Media under the following circumstances (non-exclusive list):

- Failure to Pay Payments and Fees
- Violation of the Terms of Service
- Any issue that may affect negatively our customers or system resources

**Any abuse of our staff in any medium or format will result in the suspension or termination of your services.**

## 7. Spam and Unsolicited Commercial Email (UCE)

Youdo Media has a zero tolerance policy on Spam, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This

prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Youdo Media whether or not the message actually originated from our network.

Youdo Media's mass mailing rules also apply to mailing lists, list serves, or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail addresses available for distribution of information from you. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

If your actions have caused Youdo Media mail servers or Youdo Media IP address ranges to be placed on blackhole lists and other mail filtering software systems used by companies on the internet, you will be assessed a R500.00 charge to your account for administrative charges incurred to remove and protect mail servers and IP ranges.

Violation of the above terms will result in one or all of the following:

- A warning via email or phone.
- Removal of DNS for the advertised / originating site
- Immediate disconnection of service with no re-activation
- R 500.00 administration fee assessed to your account for violation

## 8. Responsibility for Account Content & Use

All services provided by Youdo Media may only be used for lawful purposes. Southern African and laws of the State of California and the United States of America apply.

The customer agrees to indemnify and hold harmless Youdo Media from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email [support@youdomedia.co.za](mailto:support@youdomedia.co.za) with a valid DMCA complaint. If the request is of a licensing issue, we may require further documentation.

**Using a shared account as a backup/storage device is not permitted**, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Youdo Media does not allow any of the following content to be hosted:

1. Illegal Material - This includes copyrighted works, commercial audio, video, or music files, virus/software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems and any material in violation of any Local, Federal or State regulation.
2. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right Material - Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
3. IRC Bots/IRC related Material
4. Pirated Software/Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites

which provide "links to" or "how to" information about such material.

5. Proxy Scripts/Proxy related/Anonymizers Material
6. Image hosting only sites that do not host an actual domain name.
7. High-Yield Interest Programs (HYIP), Bank Debentures, Bank Debenture Trading Programs, and Prime Banks Programs, lottery sites, and muds / rpg's Material.
8. Other Material - Any material we feel to be abusive, harmful or could harm service operation and/or harm other internet users. The designation of "abusive" is left entirely to the discretion of Youdo Media. All rights reserved.

We reserve the right to refuse service to anyone. Any material that in our judgment is obscene or threatening is prohibited and will be removed from our servers with or without notice.

Failure to respond to an email from our abuse department within 48 hours may result in the suspension or termination of your services.

Sites hosted on Youdo Media's service(s) are regulated only by local, international and U.S. law. Given this fact, and pursuant to Section 230(c) of the Communications Decency Act, we do not remove allegedly defamatory material from domains hosted on our service(s). The only exception to this rule is if the material has been found to be defamatory by a court, as evidenced by a court order. Youdo Media is not in a position to investigate and validate or invalidate the veracity of individual defamation claims, which is why we rely on the legal system and courts to determine whether or not material is indeed considered defamatory. In any case in which a court order indicates material is defamatory, libelous, or slanderous in nature; we will disable access to the material. Similarly, in any case in which a South African or US Court has placed an injunction against specified content or material; we will comply and remove or disable access to the material in question.

Youdo Media may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

The language of Section 230(c) of the Communications Decency Act fundamentally states that Internet services providers like Youdo Media and many of Youdo Media's other webhosting services and brands are republishers and not the publisher of content. Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, Youdo Media should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under Youdo Media's webhosting service(s).

If you are in doubt regarding the acceptability of your site or service, please contact us and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita).

**⚠ Any site found hosting or linking to child pornography will be suspended immediately without notice and all material will be handed to a local or international law agency to take appropriate action.**

## 9. Money Back Guarantee

Where stated, Youdo Media provides a "30 Day Money Back Guarantee". If you are not satisfied with our service and wish to cancel the service within the first 30 days, we will issue you a **full refund** of your original purchase price. This "30 Day Money Back Guarantee" only applies to Youdo Media's Hosting Solutions. Payments for "Dedicated Servers", "One-Time Services", "Extra Options", "Addons", "Domain Names", "Software Licenses", "SSL Certificates", "Administrative Fees", and any setup fees cannot be refunded under any circumstances. Your "30 Day Money Back Guarantee" refund can only be issued to your original payment source. Violations of the Terms of Service will waive the "30 Day Money Back Guarantee".

We issue full refunds under our Money Back Guarantee however certain products and services cannot be refunded. Any refund requests will automatically minus the cost of those products and services as details below:

1. If the client receives a free domain name on any of our hosting services. An amount of R55.00 will be deducted from any refund request and the client will retain full rights, access and ownership to their domain. The client retains the right to transfer the domain name elsewhere and/or renew the domain name with Youdo Media.
2. Any refund requests on our VPS Hosting service will minus the non-refundable cost of the cPanel license currently valued at R80,00 per month. If the client requests a refund for a VPS beyond 20 days but not after 30 days from the signup date, an additional cost of R80.00 for the second month will be deducted from the cost of the refund. Any clients who requested a Free SSL Certificate agrees to a R240.00 deduction on any refund request. The client will retain full control of the SSL Certificate and have full ability to reissue the certificate by visiting [www.rapidssl.com](http://www.rapidssl.com) and clicking the "Reissue SSL" link on the front page. The certificate will expire after 1 year from the time it was issued.
3. If the costs deducted from any refund amount as specified in 1-4 exceed the total cost of the service applicable for a refund, no refund will be provided.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, you will not be eligible for a refund or if you have opened a second account with us. Any additional products added or upgraded on an existing account will not be eligible for a refund, only the first product ordered is eligible for a refund within our 30 Day Money Back Guarantee.

All overcharges or billing disputes must be reported within 30 days from the time the dispute occurred. If you file a dispute or chargeback with PayPal or your credit card issuer we reserve the right to dispute the charge and cancel your account, offering no refunds. We are a fair company and issue full refunds under our "30 Day Money Back Guarantee". If you file a PayPal Dispute before attempting to contact us to receive the refund we will ask you to close the dispute and cooperate with us in order to receive a refund. If you ignore our request to close the PayPal Dispute and PayPal decides in favor of Youdo Media, we will in turn not issue a refund when the funds are returned to our account.

## 10. Credit

Any credit from Youdo Media can only be used towards your hosting service fee or other services with Youdo Media. Any credit from Youdo Media cannot be refunded to your credit card, Paypal, or bank account.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit

towards the account. Any duplicate payments made via PayPal will automatically be applied as credit to your account. The client retains the right to request a refund for the duplicate payment within 10 days of the transaction date. If you require assistance with this provision, please contact [billing@youdomedia.co.za](mailto:billing@youdomedia.co.za)

## 11. Account/Server Setup

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with Youdo Media, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. Youdo Media is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our support team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

## 12. Shared Hosting.

Youdo Media is a Web Hosting Reseller company and we make use of third party specialist hosting services to ensure that you only receive the best most affordable hosting around. We are not restricted to shared hosting only and would be able to provide you with "Dedicated" or "Cloud Hosting" services as well. Please note that our advertised packages are based on the "Shared Hosting" concept only unless stated otherwise. You are not allowed to make use of your server to allocate more resources or features as per our agreement. Failure to follow these guidelines shall lead to account suspension.

## 13. Dedicated Servers

Youdo Media reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. Youdo Media reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated Servers are **NOT** Applicable for refunds under any circumstance.

Dedicated servers are **NOT** backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and maintain backups on that secondary drive and/or use a third party backup service. If you are requesting a secondary drive to retain backups it is your responsibility to ensure that backups are enabled on your server. You can do this by logging into WHM and clicking the "Configure Backup" link. We highly recommend you maintain your own backups and as per Provisions #22 and #26, we cannot be held liable for any loss of data.

Failure to respond to email from our abuse department within 24 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via support ticket/email and will have a

response within 24 hours.

A Dedicated Server account may not:

1. Run any software that interfaces with an IRC (Internet Relay Chat) network.
2. Run any BitTorrent application, tracker, or client.
3. Participate in any file-sharing/peer-to-peer activities.
4. Use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.

## 14. Virtual Private Servers

An Individual VPS Hosting account may not:

1. Exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.
2. Run any software that interfaces with an IRC (Internet Relay Chat) network.
3. Run any BitTorrent application, tracker, or client.
4. Participate in any file-sharing/peer-to-peer activities.
5. Use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.
6. Use I/O intensive applications which adversely affect normal server operations.

Failure to respond to email from our abuse department within 24 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via support ticket/email and will have a response within 24 hours.

Youdo Media performs backups on our VPS Hosting service as courtesy to help protect against data loss. The backups performed on all our servers are in no way guaranteed. Backup restoration is for emergency circumstances only. You are advised to backup all of your own files to your local drive or a third party backup service. Youdo Media is **NOT** responsible for lost data, time, income or any other resource due to faulty or non-existent backups. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Youdo Media servers, for more information please refer to provisions #22 and #26.

## 15. Software and Services

Some commercial software is included with Youdo Media hosting services. The user may use the software license exclusively only while utilizing Youdo Media hosting services.

Youdo Media offers a free script installation service on certain scripts. This service must be requested by mailing our support department.. We have the right to deny script installations and/or charge administrative fees if extra attention is required to install the script as deemed necessary by our staff.

## 16. SSH/Shell Access

By default, Youdo Media does not provide SSH/shell access to our customers. SSH/shell access may be requested by mailing our support staff. This request must be accompanied by government/organization issued photo identification (ID), bank statement or a utility bill, verified billing address, as well as a legitimate reason for needing shell access.

Youdo Media is not required under any circumstance to provide SSH/shell access to its clients and reserves the right to suspend or terminate shell access at any time, especially in the case of violation of the Terms of Service. In the case that a client is found using SSH/shell access in any way that violates the Terms of Service, the client's account will be terminated immediately without refund. The client will be held responsible for any and all damages resulting from the use of the shell account, whether it was caused by the client or somebody else who accessed the shell account.

## 17. Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest, or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure. Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

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

You must adopt adequate security measures to prevent or minimize unauthorized use of your account. You may not attempt to circumvent user authentication or the 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 and network probing tools.

You may not attempt to interfere with service to any user, host or network ("**denial of service attacks**"). This includes, but is not limited to, "**flooding**" of networks, **deliberate attempts to overload a service, and attempts to "crash" a host.**

Users who violate systems or network security may incur criminal or civil liability. Youdo Media 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.

## 18. Disk Usage and Inode Limits

You are also allocated disk space allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount of disk space we will notify you by email to the address entered during the ordering process. You must respond and resolve the exceeded disk space within 48 hours, either by removing files until your disk space allocation is no longer exceeded or by [purchasing additional disk space](#). Failure to do so will cause your account to be suspended.

We assign an Inode limit to our shared, business and reseller hosting services. The use of more than 250,000 inodes account may potentially result in a warning first, and if no action is taken future suspension. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes

seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

## 19. System and Network Resource Usage

An Individual Shared, Business or Reseller Hosting account may not:

1. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
2. Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
3. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCd.
4. Run any software that interfaces with an IRC (Internet Relay Chat) network.
5. Run any BitTorrent application, tracker, or client.
6. Run any type of web spider or indexer (including Google Cash / AdSpy)
7. Participate in any file-sharing/peer-to-peer activities
8. Run any gaming servers such as Counter-Strike, Half-Life, Battlefield 1492, etc.
9. Run cron entries with intervals of less than 15 minutes.
10. When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

Youdo Media hosting accounts operate on shared resources. Excessive use or abuse of these shared system and network resources by one customer may have a negative impact on all other customers. Youdo Media reserves the right to suspend or terminate any hosting account deemed to adversely affect server performance or network integrity.

## 20. Service Level Agreement

Youdo Media endeavors to have network connectivity available for HTTP access by third parties 99.9% of each month ("Web Site Availability"). In the event that there is no Web Site Availability for longer than 48hrs, you may receive one month of credit on your account. Approval of the credit is at the discretion of Youdo Media dependent upon justification provided. To request a credit, please contact [support@youdomedia.co.za](mailto:support@youdomedia.co.za) with justification. All requests must be made in writing via email. Credits shall not be provided in the event that there is no Web Site Availability resulting from (i) scheduled maintenance, (ii) Customer behavior or the performance or failure of Customer applications, or (iii) circumstances beyond Youdo Media's reasonable control, including, without limitation, 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). Uptime guarantees only apply to shared hosting 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.

Youdo Media is not responsible for any additional loss and/or damage as a result of no Web Site Availability.

While Youdo Media attempts to keep regular backups of data stored on our systems, Youdo Media does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, the client is responsible for making backups of data. Youdo Media does not guarantee that its backup procedures will prevent the loss of, alteration of, or improper access to our clients' information.

## 21. Downtime

Downtime is defined as any Youdo Media scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

## 22. Backup and Data Loss

As a courtesy, Youdo Media performs backups for our Shared, Business, Reseller and VPS Hosting service to help protect against data loss. The backups performed on all our servers are in no way guaranteed. Backup restoration is for emergency circumstances only. You are advised to backup all of your own files to your local drive. Youdo Media is **NOT** responsible for lost data, time, income or any other resource due to faulty or non-existent backups. We recommend that you use a third party provider to setup automated backups. We recommend [ServerSync](#) who will setup third-party automated backups on your account.

Any and all backup services provided by Youdo Media, whether paid or not, are offered with no warranty or guarantee of their date, accuracy, and integrity. The Customer agrees to maintain a backup of their data at all times on equipment not maintained by Youdo Media, or its affiliates. Should the Customer fail to retain a backup of their data during an instance of data loss or corruption, and Youdo Media does not hold a recent or valid copy, the Customer agrees to not hold Youdo Media liable, as defined in the section "No Warranties".

## 23. Migration Service

When ordering one of Youdo Media's hosting services, we provide to you our free migration service for the first account. After the first account we charge R150.00 per account that is transferred over. Additionally, if the account exceeds 2GB in size, we will require the payment of an additional R250.00 administrative fee before the transfer starts. This migration must be done from a cPanel, to a cPanel account. This cannot be done for an individual site (addon domain) under a cPanel account to a new cPanel account.

Due to the different versions of Control Panels and any other circumstances, migrated accounts or sites may not work properly. It is your responsibility to resolve an issue or submit a support ticket to our staff to look at it. However, we have no guarantee on our migration service and we are not responsible for ensuring that migrated accounts or sites work properly.

Youdo Media will not be responsible for any damages your business may suffer because of the failure of the migration service. Youdo Media makes no warranties of any kind, expressed or implied, for services we provide.

With the exception of the Internal Account Transfers, the free transfer services are available for 30 days from your sign-up date. Transfers outside of the 30 day free period will incur a charge; please contact a member of the billing department with specific details to receive a price quote.

## **24. Refusal of Service**

Youdo Media reserves the right to refuse, cancel, or suspend service at our sole discretion. Youdo Media will not be responsible for any damages your business may suffer because of this circumstance, and Youdo Media makes no warranties of any kind, expressed or implied, for services we provide.

## **25. Forge Majeure**

Youdo Media shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond Youdo Media 's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

## **26. No Warranties**

Youdo Media makes no warranties or representations of any kind for the services being offered. The services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Youdo Media or its agents or employees shall create a warranty. Youdo Media provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Youdo Media be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. Client hereby acknowledges that this paragraph shall apply to all contents on all servers.

## **27. Arbitration**

By using any Youdo Media services, you agree to submit to binding arbitration. If any disputes or claims arise against Youdo Media or its subsidiaries, such disputes will be handled by an arbitrator of Youdo Media's choice. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. You are also responsible for any and all costs related to such arbitration.

## **28. Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Youdo Media harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Youdo Media, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Youdo Media against liabilities arising out of (1) any injury to person or property caused by any products sold or otherwise distributed in connection with

Youdo Media's server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to a customer from Youdo Media's server.

## **29. Disclaimer**

Youdo Media will not be responsible for any damages your business may suffer. Youdo Media makes no warranties of any kind, expressed or implied, for services we provide. Youdo Media disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Youdo Media and its employees.

## **30. Revisions to Terms of Service**

Youdo Media reserves the right to change the Terms of Service at any time, without any form of notice to our clients, non-clients, or the general public. It is the customer's responsibility to check these Terms of Service from time to time for such changes. At all times customers are bound to the terms set forth. In no event shall Youdo Media or its staff's lack of enforcement of these terms constitute a waiver of these terms at any time.