

User Agreement

Your use of Signon Africa Communications Ltd Services is subject to the terms and conditions set forth in these Signon Africa Communications Ltd Terms of Service (the “Agreement”). This Agreement explains (i) what’s allowed when using our Services; (ii) the rights you have as a user of our Services; (iii) the rights Signon Africa Communications Ltd has if you do something which is not allowed when using our Services; and (iv) many other important terms. This Agreement is a legal contract between you and Signon Africa Communications Ltd and it is important that you read it carefully. If there is anything you do not understand in this Agreement, please contact us.

Summary and Quick Links

[Eligibility, Registration and Account Security](#)

This section describes the eligibility criteria we require from all of our users. When you register to use our Services (as defined below), we need to make sure that you are able to legally contract with Signon Africa Communications Ltd.

[HIPAA Disclaimer](#)

Signon Africa Communications Ltd Services do not comply with the U.S. Health Insurance Portability and Accountability Act (“HIPAA”). This section describes our policy on HIPAA in more detail.

[Subscriber’s Responsibilities](#)

All Subscribers are required to comply with applicable law and have certain obligations with respect to their use of Signon Africa Communications Ltd Services. For example, you are required to keep a backup of your data, promptly remove any malware from your account, and cooperate with Just Host and utilize hardware and software that is compatible with the Services.

[Billing and Payment](#)

Signon Africa Communications Ltd offers a great range of Services to suit everyone's needs and at prices to suit everyone's pockets. The fees you pay are based on the plan you choose and any add-on products you purchase. All payments are taken, in advance, for the full term of your plan.

[Auto-Renewal Terms](#)

To ensure uninterrupted service, Signon Africa Communications Ltd Services will automatically renew on your renewal date. This section explains this process in more detail.

[Term and Termination Policy](#)

Signon Africa Communications Ltd offers hosting plans for a fixed period of time that you select upon purchase (e.g., 1 year, 2 year, etc.). Even though we do not want you to, we know that one day you might want to leave Just Host. The instructions to cancel or disable automatic renewal can be found [here](#).

[Refunds and 30-Day Money-Back Guarantee](#)

This section describes Signon Africa Communications Ltd's 30-Day Money-Back Guarantee. If you purchase an account with a thirty (30) day money-back guarantee and cancel during the first thirty (30) days of your term, you may receive a full refund of all basic hosting fees paid.

[Resource Usage](#)

Customers are required to utilize server resources in an efficient and responsible manner. Excessive use of server CPU and memory resources by a customer can interfere with or prevent normal service performance for other customers. Additional information about our policy on CPU, Bandwidth and Disk Usage can be found [here](#).

[Governing Law and Arbitration](#)

The governing law and jurisdiction provision as set forth in Section [24\(a\)](#) shall apply to all Subscribers. For Subscribers who purchased or signed up for Signon Africa Communications Ltd Services after **April 1, 2017**, the arbitration clause in Section [24\(b\)](#) shall also apply.



SignOnAfrica
Communications Limited

This Agreement is an agreement between Signon Africa Communications Ltd. ("us," "we," or "Signon Africa Communications Ltd") and you ("Subscriber" or "you" and "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Signon Africa Communications Ltd and through the Signon Africa Communications Ltd website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. Please read this Agreement carefully.

We may in our sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Signon Africa Communications Ltd website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your account.

Policies.

Use of the Services is also governed by the following policies and agreements, which are incorporated by reference. By using the Services, if applicable, you are also agreeing to the terms of the following policies and agreements.

Additional terms may apply to certain Services, and such additional terms will be made available to you and will be incorporated by reference with such Services.

Eligibility; Registration and Account Security.

The Services are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to the Services by anyone under eighteen (18) is unauthorized and in violation of this Agreement. By registering for or using the Services, you represent and warrant that you are eighteen (18) years of age or older.



If you use the Services on behalf of another party, company or other organization, you represent and warrant that you are authorized to bind such party, company or organization to this Agreement and to act on behalf of such party, company or organization with respect to any actions you take in connection with the Services.

You agree to (i) provide accurate, current and complete information about you and your organization (if applicable) as prompted by the registration forms ("Registration Data"); (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update the Registration Data and any other information you provide to Signon Africa Communications Ltd, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account.

You acknowledge and accept that despite the security measures Just Host takes in connection with the Services, Signon Africa Communications Ltd's system and/or Subscriber Websites (as defined below) may nonetheless become compromised, including without limitation, by hackers, Internet viruses, worms or Trojan horses, or the like. Under such circumstances, Just Host may take corrective action as it deems appropriate in its sole discretion and you acknowledge and agree that Signon Africa Communications Ltd shall have no liability to you for any damage or loss that you may incur due to such corrective action. **You further acknowledge and agree that you are solely responsible for backing-up all Subscriber Content and Subscriber Websites.**

Dedicated Servers. Signon Africa Communications Ltd 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 system operations and security teams. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password

resets. Just Host reserves the right to audit servers as needed and to perform administrative actions at the request of our teams. **Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups.**

HIPAA Disclaimer.

The Services do not comply with the U.S. Health Insurance Portability and Accountability Act (“HIPAA”). You are solely responsible for compliance with all applicable laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Signon Africa Communications Ltd does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Subscribers requiring secure storage of “Protected Health Information” as defined under HIPAA are expressly prohibited from using the Service for such purposes. Storing and permitting access to “Protected Health Information,” is a material violation of this Agreement, and grounds for immediate account termination. Signon Africa Communications Ltd does not sign “Business Associate Agreements,” and you agree that Signon Africa Communications Ltd is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact us by phone or chat.

Prohibited Persons (Countries, Regions, Entities, and Individuals).

The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury’s Office of Foreign Assets Control (“OFAC”), Department of State, and other United States authorities (collectively, “U.S. Trade Laws”). You may not use the Services to export or re-export, or permit the export or re-export, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region of

Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, Signon Africa Communications Ltd also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name (“ccTLD”) for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

Signon Africa Communications Ltd Content

Except for Subscriber Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Signon Africa Communications Ltd Content"), are the property of Signon Africa Communications Ltd or its licensors. No Signon Africa Communications Ltd Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Signon Africa Communications Ltd Content. Any use of the Signon Africa Communications Ltd Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to your use of the Services and the Signon Africa Communications Ltd Content granted herein. All rights of Signon Africa Communications Ltd or its licensors that are not expressly granted in this Agreement are reserved to Signon Africa Communications Ltd and its licensors.

Subscriber Content.

1. <#>

You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, “Subscriber Content”). Subscriber Content includes any content posted by you and users of any of your websites hosted through the Services (“Subscriber Websites”). You are solely responsible for any and all Subscriber Content and any transactions or other activities conducted on or through Subscriber Websites. By posting or distributing Subscriber Content on or through the Services, you represent and warrant to Signon Africa Communications Ltd that (i) you have all necessary rights to post or distribute such Subscriber Content, and (ii) your posting or distribution of such Subscriber Content does not infringe or violate the rights of any third party

2. <#>

You acknowledge and agree that Signon Africa Communications Ltd may, but is not obligated to, monitor Subscriber Content and may immediately take any corrective action in Signon Africa Communications Ltd’s sole discretion, including without limitation i removal of all or a portion of the Subscriber Content, and suspension or termination of any and all Services without refund of any pre-paid fees. You hereby agree that Signon Africa Communications Ltd shall have no liability due to any corrective action that Signon Africa Communications Ltd may take, including without limitation suspension or termination of Services.

3. <#>

You hereby grant to Signon Africa Communications Ltd, to the extent necessary to provide the Services, a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute Subscriber Content and the Subscriber Website; and (ii) make archival or back-up copies of the Subscriber Content and the Subscriber Website. Except for the rights expressly granted above, Signon Africa Communications Ltd is not acquiring any right, title or interest in or to the Subscriber Content, all of which shall remain solely with you.

Payment Card Industry Security Standard Disclaimer.

Signon Africa Communications Ltd complies with the Payment Card Industry Security Standard (“PCI Standard”) in connection with the collection and processing of your data and billing information. However, you are solely responsible for the security of the data and billing information you collect on your Subscriber Website. Signon Africa Communications Ltd will not monitor Subscriber Websites for compliance and therefore we are not able to verify whether your Subscriber Website complies with the PCI Standard.

<#>

Compliance with Applicable Law

You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organization is located regarding User Content, User Websites, online activities, email and your use of the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Services are controlled and operated by us from our offices within the United States (although we may share data with third parties around the world to assist us in providing the Services as further described in our [Privacy Policy](#)) and we make no representation that the Services are appropriate or available for use in other locations. Those who access the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Services where prohibited by law.

For the purposes of European Directive 95/46/EC, the General Data Protection Regulation 2016/679) (“GDPR”) and any applicable national implementing laws in your jurisdiction, and with respect to your subscribers’ or customers’ personal data, you acknowledge and agree that you are the Controller (as that term is defined in the GDPR), and we are a Processor (as that term is defined in the GDPR) insofar as you may store personal data through your use of our Services only as permitted and subject to the terms of this Agreement. You also acknowledge and agree that you are responsible for complying with all obligations of a data controller under applicable law (including the GDPR).

To the extent the GDPR applies to you, you represent and warrant that in using our Services, you will clearly describe in writing how you plan to use any personal data collected and you will ensure you have a legitimate legal basis to transfer such personal data to us and that you have the necessary permission to allow us to receive and process (e.g., store) such personal data on your behalf. The additional data processing terms set forth [here](#) shall apply where you are a Controller subject to the GDPR.

<#>

Additional User Responsibilities.

1. <#>

You will be solely responsible for all activities conducted on or through a Subscriber Website, including any transactions or interactions with end users of a Subscriber Website. You will be solely responsible for providing such end users with any required disclosure or explanation of the various features of the Subscriber Website and any goods or services offered thereon, as well as any terms of use and privacy policy for the Subscriber Website.

2. <#>

You will cooperate fully with Signon Africa Communications Ltd in connection with Signon Africa Communications Ltd 's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for you to use the Services. Delays in your performance of your obligations under this Agreement will extend the time for Signon Africa Communications Ltd 's performance of its obligations that depend on your performance.

3. <#>

You will be solely responsible for ensuring that all Subscriber Content and Subscriber Websites are compatible with the hardware and software used by Signon Africa Communications Ltd to provide the Services, which hardware and software may be changed by Signon Africa Communications Ltd from time to time in its sole discretion.

4. <#>



You will be solely responsible for backing-up all Subscriber Content, including any Subscriber Websites off of Signon Africa Communications Ltd's servers. This is an affirmative duty. Just Host is not responsible for the loss of any Subscriber Content. Note: It is essential that Subscribers backup files offline, even if user purchases or has products, such as Site Backup and Restore.

5. <#>

You will use your best efforts to ensure that the Subscriber Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.

6. <#>

You will not use the Services in any manner, as determined by Just Host in its sole discretion, that:

1. <#>

Engages in or promotes illegal activity;

2. <#>

Engages in or promotes behavior that is defamatory, harassing, abusive or otherwise objectionable;

3. <#>

Infringes the intellectual property rights or other proprietary rights of any third party;

4. <#>

Violates the privacy rights or publicity rights of any third party;

5. <#>

Interferes with the operation of the Services; or

6. <#>

Violates the terms and conditions of this Agreement or any of the policies or agreements incorporated by reference herein.

<#>

Third Party Websites.

The Services may contain links to other websites that are not owned or controlled by Signon Africa Communications Ltd ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Services or any Third Party Content posted on or made available through the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of the Third Party Sites or the Third Party Content. If you decide to access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and our terms and policies do not apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate.

<#>

Billing and Payment.

1. <#>

Fees Due. You will pay to Signon Africa Communications Ltd all fees for the Services set forth in the registration form presented to you at the time you order the Services and for all fees for subsequent Renewal Periods at the time of renewal.

2. <#>

Price Increases. Signon Africa Communications Ltd may increase the fees for the Services (i) in the manner permitted in the applicable description of the particular Service published by Signon Africa Communications Ltd on the Signon Africa Communications Ltd website or in a promotional offer (the "Service Description") and (ii) at any time

on or after expiration of the Initial Term by providing thirty (30) days prior written notice to you. Written notice may be in the form of (i) notices and updates provided through the Subscriber billing tool provided as part of the Services, (ii) notices and updates otherwise provided through the Services, or (iii) notifications of pricing for renewal terms. It is your sole responsibility to periodically review billing-related information provided by Just Host through the Subscriber billing tool or other methods of communications and notices sent or posted by Signon Africa Communications Ltd.

3. <#>

Taxes. The advertised fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services provided hereunder. All such taxes may be added to Signon Africa Communications Ltd 's invoices for the fees as separate charges to be paid by you. All fees are non-refundable when paid except as otherwise provided herein.

4. <#>

Automatic renewals. By purchasing the Services, you agree to allow Signon Africa Communications Ltd to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select. For Services with term lengths of three (3) months or longer, Signon Africa Communications Ltd shall provide notice of the upcoming charge to Subscriber no later than thirty (30) days prior to the payment date for each Renewal Period. This notification will be sent to the contact email address on file for the Account. In the case of insufficient funds to charge such amount, we will attempt to collect at a partial term quantity (not changing your current term) to avoid an interruption in the Services **Unless you disable the automatic renewal option, we will automatically renew the Services up to fifteen (15) days before your renewal date and will take payment from the payment method we have on file.**

5. <#>

VPS and Dedicated Accounts. As a courtesy and not as an obligation, Just Host will automatically renew Subscriber's VPS or Dedicated Hosting Account by charging the applicable fee for the regular rate to

Subscriber's current method of payment on file. For VPS or Dedicated Hosting accounts with a term of three (3) months or greater, this renewal will occur fifteen (15) days prior to the expiration of Subscriber's Hosting Account. For accounts with a Term of one (1) month, this renewal will occur twenty-four (24) hours prior to the expiration of Subscriber's Services. For Services with term lengths of three (3) months or longer, Signon Africa Communications Ltd will provide notice of the upcoming charge to Subscriber no later than thirty (30) days prior to the payment date. In the event that a VPS or Dedicated Hosting Account that has been set to manual renewal by Subscriber expires, the account will be suspended seven (7) days after expiration if no payment is received. If the account has not been renewed after fourteen (14) days have elapsed following expiration, the account will be terminated.

6. <#>

Add-On Services. If you purchase certain add-on services from Signon Africa Communications Ltd such as Domain Privacy, SSL certificates or SiteLock, you may be required to apply the Service to a specific domain name to begin using the Service. Signon Africa Communications Ltd is not responsible if you fail to apply an add-on to a domain name and will not provide refunds for any purchased but unused Services.

7. <#>

Failure to Pay. If you fail to pay the fees due, we may suspend or terminate your Services and pursue the collection costs incurred by Signon Africa Communications Ltd, including without limitation, any arbitration and legal fees and Signon Africa Communications Ltd's reasonable attorneys' fees. If any check is returned for insufficient funds, Signon Africa Communications Ltd may impose a minimum processing charge of \$25.00 plus any applicable taxes. Accounts will not be activated or reactivated until all outstanding amounts are paid. **We are not responsible for any deleted or lost Subscriber Content that results from any suspension or reactivation. Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment we do not automatically reactivate the dedicated servers. Contact Signon Africa Communications Ltd directly after you make a late payment to reactivate the dedicated server.**



8. <#>

Fraud. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. We may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

9. <#>

Disputes. You have ninety (90) days to dispute any charge or payment processed by Signon Africa Communications Ltd. If you have a question concerning a charge you believe is incorrect, please call us and we will investigate. Our phone number is +2348033486535. If you initiate a chargeback, there may be a minimum charge of \$25.00 plus applicable taxes to reactivate your account and we reserve the right to suspend your account for the duration of the dispute. Hosting accounts that have an open dispute may be disabled for security purposes

[##](#)

Term and Termination of the Services.

1. <#>

Term of Services. The initial term of the Services purchased by you will be for the time period set forth in the registration form presented to you when you order the Services (the "Initial Term"). Unless you cancel prior to the end of the Initial Term or as otherwise stated in a notice sent to you at least thirty (30) days prior to the expiration of your then-current term, the Services will automatically renew for successive periods of equal length as the Initial Term (each a "Renewal Period"). **You acknowledge, agree, and authorize us to automatically bill the applicable fee and/or charge your credit card or other payment method on file up to fifteen (15) days prior to the end of each Renewal Period, unless you terminate or cancel the Services prior to such charge as provided in this section.** The "Term" of this Agreement shall include the Initial Term and all Renewal Periods, if any.

2. <#>

Termination Procedure. You may terminate or cancel the Services you purchased at any time during the Term by giving Signon Africa Communications Ltd notice by phone at +2348033484535 or chat. The cancellation request is subject to verification of ownership of the account and/or domain, as determined in Signon Africa Communications Ltd's sole discretion. In the event of such cancellation, you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation subject to the terms of the thirty (30) day money-back guarantee if applicable. After the account is canceled, all Subscriber Content will be permanently removed from the server. Please make a backup of all Subscriber Content before you contact Signon Africa Communications Ltd to cancel your account.

3. <#>

Disabling automatic renewal option. Subscriber must notify Signon Africa Communications Ltd at least sixteen (16) business days prior to the Services or domain renewal date to disable the automatic renewal option. Such notification may be by phone at +2348033486535, online chat, or by opening a ticket. This request must include verification of ownership of the account and/or domain(s), as determined by Signon Africa Communications Ltd in its sole discretion.

4. <#>

Domain Parking. If the account is downgraded to a free domain parking account, all Subscriber Content will be permanently removed from the server. Please make a backup of all Subscriber Content before you disable auto renewal. **So long as your Account remains active, other products and services on the Account such as domain names or Domain Privacy will continue to auto renew unless you cancel them.**

5. <#>

Termination by Signon Africa Communications Ltd. Signon Africa Communications Ltd may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due hereunder to Signon Africa Communications Ltd; (ii) you

violate the terms and conditions of this Agreement; (iii) your conduct may harm Signon Africa Communications Ltd or others, cause Signon Africa Communications Ltd or others to incur liability, or disrupt Signon Africa Communications Ltd's business operations (as determined by Signon Africa Communications Ltd in its sole discretion); (iv) you are abusive toward Signon Africa Communications Ltd staff in any manner; or (v) for any other lawful reason or as otherwise specified in this Agreement. In such event, Signon Africa Communications Ltd will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

6. <#>

Modification of Services. Signon Africa Communications Ltd reserves the right to modify, change, or discontinue any aspect of the Services at any time.

7. <#>

Data Deletion. Upon termination of the Services for any reason, **Subscriber Content, Subscriber Websites, and other data will be deleted. You should always maintain back-up copies of all Subscriber Content, Subscriber Websites, and other data. Signon Africa Communications Ltd is not responsible for the loss of any Subscriber Content. It is essential that Subscribers backup files offline, even if user purchases or has products, such as Site Backup and Restore.**

<#>

Refunds.

1. <#>

30 Day Money-Back Guarantee

1. <#>

If you purchase an account with a thirty (30) day money-back guarantee, you may receive a full refund of all basic hosting fees

paid (the “Money-back Guarantee Refund”) if you cancel within the first thirty (30) days of the Initial Term (the “Money-back Guarantee Period”) and make a written request to Signon Africa Communications Ltd’s billing department for such refund. The Money-back Guarantee Refund shall only accrue and be due to you upon your compliance with, and subject in all respects to, the terms and conditions of this section. Money-back Guarantee Refunds only apply to basic hosting services and do not apply to domain registration fees (except as set forth below during the first 3 days of registration), setup fees, or any fees for additional Services.

2. <#>

The Money-back Guarantee Refund is valid for credit card payments only. Due to the costs associated with processing payments made by other methods, we are not able to offer the Money-back Guarantee Refund for other payment methods.

2. <#>

Nonrefundable Fees.

Fees paid by Subscriber in connection with the purchase of add-on services, including without limitation, SSL certificates, AppMachine, Site Backup Pro, Pay Per Click Marketing (PPC), cPanel QuickStart, WordPress QuickStart, Site Doctor, website transfer, Design Service Standard, Design Service Plus, Design Service Premium, SEO Package, SiteLock, Constant Contact, domain privacy, and domain names are non-refundable, as are payments made by check for \$10.00 or less due to processing fees, unless otherwise expressly provided.

3. <#>

Cancellations within First 3 Days of Registration. In the event Subscriber cancels the Services within three (3) calendar days of registration and requests a refund in compliance with the terms and conditions of this section, Subscriber will receive a Money-back Guarantee Refund. In addition, Subscriber has the option, but not the obligation, to retain ownership and control of any promotional "Free

Domain Name" registered in connection with the subscription, in which case Subscriber's refund will be reduced by \$15.99 per domain name.

4. <#>

Cancellations After 3 Days and Before 30 Days.

In the event Subscriber cancels the Services after the expiration of three (3) calendar days, but prior to the expiration of thirty (30) calendar days, Subscriber will receive a Money-back Guarantee Refund subject to the following:

1. <#>

Free Domain Names: If Subscriber registers any domain name as part of a "Free Domain Name" promotion in connection with the registration, Subscriber's refund will be reduced by \$15.99 per domain name. Subscriber will retain full ownership and control of any such domain names.

2. <#>

Any fees paid by Subscriber for a Dedicated IP will be refunded at a prorated rate based on the registration date, the length of service, and the date of cancellation.

5. <#>

Cancellations After 30 Days. Signon Africa Communications Ltd does not offer refunds for cancellations that occur after thirty (30) calendar days.

<#>

Signon Africa Communications Ltd as Reseller or Licensor.

Signon Africa Communications Ltd is acting only as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non- Signon Africa Communications Ltd Products"). Signon Africa Communications Ltd shall not be responsible for any changes in the Services that cause any Non- Signon Africa Communications

Ltd Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non- Signon Africa Communications Ltd Products either sold, licensed or provided by Signon Africa Communications Ltd to you or purchased directly by you and used in connection with the Services will not be deemed a breach of Signon Africa Communications Ltd 's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non- Signon Africa Communications Ltd Product are limited to those rights extended to you by the manufacturer of such Non- Signon Africa Communications Ltd Product. You are entitled to use any Non- Signon Africa Communications Ltd Product supplied by Signon Africa Communications Ltd only in connection with your permitted use of the Services.

<#>

Internet Protocol (IP) Address Ownership.

If Signon Africa Communications Ltd assigns you an Internet Protocol ("IP") address for your use, you shall have no right to use that IP address except as permitted by Signon Africa Communications Ltd in its sole discretion in connection with the Services during the Term. Signon Africa Communications Ltd shall retain ownership of all IP addresses assigned to you by Signon Africa Communications Ltd, and Signon Africa Communications Ltd reserves the right to change or remove any and all such IP addresses in its sole discretion.

<#>

Resource Usage.

1. <#>

Shared Hosting

1. <#>

Acceptable Use Policy. Hosting space is intended for use in accordance with Signon Africa Communications Ltd's [Acceptable Use Policy](#), and is limited to Web files, active e-mail and content of the hosted Subscriber Websites, not for storage (whether of

media, e-mails, or other data). Hosting space further may not be used as offsite storage of electronic files, e-mail or FTP hosts. Signon Africa Communications Ltd expressly reserves the right to review every user account for excessive usage of CPU, bandwidth, disk space and other resources that may be a result of your violation of this Agreement or the Acceptable Use Policy. Signon Africa Communications Ltd may, in its sole discretion, terminate access to the Services, apply additional fees, or remove/delete Subscriber Content for those Subscriber accounts that are found to be in violation of Signon Africa Communications Ltd policies. You hereby agree that Just Host shall have no liability due to any action that Signon Africa Communications Ltd may take, including without limitation suspension or termination of Services in connection with your violation of this section.

2. <#>

Unlimited Hosting Space; excessive MySQL files. Signon Africa Communications Ltd does not set arbitrary limits on the amount of disk space a Subscriber can use for the Subscriber's Website, nor does Signon Africa Communications Ltd charge additional fees based on an increased amount of storage used, provided the Subscriber's use of storage complies with this Agreement. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse affect on server performance. Similarly, accounts with an excessive number of MySQL/PostgreSQL tables (i.e., in excess of 1000 database tables) or of database size (i.e., in excess of 3GB total MySQL/PostgreSQL usage or 2GB MySQL/PostgreSQL usage in a single database) negatively affect the performance of the server. Signon Africa Communications Ltd may request that a Subscriber's number of files/inodes, database tables, or total database usage be reduced to ensure the proper performance of the Services or may terminate the Subscriber's account, with or without notice.

3. <#>

Unlimited File Transfer. Signon Africa Communications Ltd does not set arbitrary limits on the amount of visitor traffic Subscriber

Websites can receive or on the amount of content a Subscriber can upload to Subscriber Websites in any given month, nor does Signon Africa Communications Ltd charge additional fees based on the increased use of bandwidth, as long as the Subscriber's use of the Services complies with this Agreement. In most cases, Subscriber Websites will be able to support as much traffic as the Subscriber can legitimately acquire. However, Signon Africa Communications Ltd reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other Subscribers.

2. <#>

Virtual Private Servers (VPS) and Dedicated Servers Usage.

1. <#>

Resource Usage. Dedicated and VPS usage is limited by the resources allocated to the specific plan that you have purchased.

2. <#>

Backup. Each Subscriber is solely responsible for backing-up all Subscriber Content, including any Subscriber Websites. Signon Africa Communications Ltd is not responsible for the loss of any Subscriber Content.

3. <#>

Subscriber Super-user Access. Subscriber acknowledges that Subscriber is solely responsible for any changes made with super-user access and that Signon Africa Communications Ltd may not be able to reverse any changes and/or recover data lost or damaged through the use of super-user privileges. Signon Africa Communications Ltd 's level of support to those Subscribers accessing super-user privileges will be limited as follows:

1. <#>

Reinstallation of corrupted modules, such as control panel files, web server files, etc.;

2. <#>

Reinstallation of the baseline operating system and core file image at Subscriber's request. Subscriber acknowledges and understands that a new image install will cause the irreversible complete loss of all data stored on the server. Signon Africa Communications Ltd is not liable for any data lost as a result of this action;

3. <#>

Restoration of files from available backups at Subscriber's request. This restoration will be a full restore of the backup files; Signon Africa Communications Ltd does not offer file-by-file restoration services;

4. <#>

Signon Africa Communications Ltd will **not** attempt any configuration or setup of DNS, firewalls, web server, etc.; and

5. <#>

Signon Africa Communications Ltd will attempt basic diagnostics upon Subscriber's request. Signon Africa Communications Ltd does not offer in-depth manual diagnostics as part of the Service. Subscriber may contact Signon Africa Communications Ltd Professional Services to inquire about additional support offerings.

<#>

Marketing Credits.

Some Signon Africa Communications Ltd hosting plans include free marketing credits offered by third party vendors that can be redeemed by customers

located in the United States only. Additional terms and conditions apply: Full terms and conditions for Google Adwords can be found [here](#).

<#>

Parked Domain Services.

By registering for the Services you agree that Signon Africa Communications Ltd may point your domain name or DNS to one of Signon Africa Communications Ltd 's or Signon Africa Communications Ltd 's affiliates web pages as a default landing page, and that they may place advertising on your web page (the "Parked Pages"). You shall have no right to any compensation and shall not be entitled to receive any funds related to the monetization of your Parked Pages. If you do not wish for Signon Africa Communications Ltd to display Parked Pages on your web page you can opt out of such practice. You can opt out of Parked Pages by updating the DNS of the domain name to point to another provider or by changing the default.html file stored on your account.

<#>

Reseller Program.

1. <#>

In addition to all terms and conditions described in this Agreement, the following shall also be applicable to a Subscriber participating in a Signon Africa Communications Ltd Reseller Program ("Reseller"), including VPS and Dedicated Hosting customers utilizing their account to provide Reseller services:

1. <#>

Reseller shall ensure that each Subscriber signed up by the Reseller complies with the terms and conditions of this Agreement.

2. <#>

Reseller cannot make any modifications to this Agreement. Any such alterations shall be deemed a violation of this Agreement

and could result in the cancellation of Reseller's accounts. Signon Africa Communications Ltd is not responsible for any modifications made to this Agreement by Reseller.

3. <#>

In the event that a Subscriber signed up by a Reseller is determined to be in violation of this Agreement, the Reseller shall, upon receipt of notice of the violation, take prompt action to ensure that the account in question is updated to be in full compliance with this Agreement. In addition, Signon Africa Communications Ltd, in its sole discretion, reserves the right to take action directly if Reseller fails to do so.

4. <#>

Signon Africa Communications Ltd is not responsible for the acts or omissions of Resellers. The Reseller hereby agrees to indemnify Signon Africa Communications Ltd from and against any and all claims made by any Subscriber or third party arising from the Reseller's acts or omissions.

5. <#>

Signon Africa Communications Ltd reserves the right to revise its Reseller Program at any time. Changes will take effect when posted online or on any date as set forth in a notice provided by us.

6. <#>

Resellers assume all responsibility for billing and technical support for each of the Subscribers signed up by the Reseller. Signon Africa Communications Ltd reserves the right to refuse inquiries made to customer support from Subscribers signed up by a Reseller.

<#>

Technical Support Services.

1. <#>

Except as described otherwise stated below, Signon Africa Communications Ltd will provide technical support via chat and phone for the Services (“Technical Support Services”). You will be required to provide as much information as possible to aid our investigation into any issues or problems. By utilizing Signon Africa Communications Ltd’s Technical Support Services, you grant Signon Africa Communications Ltd permission to access your account, if necessary, to resolve your issue. You agree that Signon Africa Communications Ltd and its agents and employees are not liable for any damage resulting from the provision of customer support.

2. <#>

Ineligibility for Technical Support Services. Signon Africa Communications Ltd will not provide Technical Support Services if: (a) you are in breach of this Agreement; (b) the need for Technical Support Services is due to (i) any modification or attempted modification of the Services by you or any third party outside of Signon Africa Communications Ltd’s control, or (ii) your failure or refusal to implement changes recommended by Signon Africa Communications Ltd; or (c) you are abusive toward our staff in any manner.

3. <#>

VPS and Dedicated Servers. Signon Africa Communications Ltd will provide a default operating system installation on the dedicated server hardware that permits super-user server access to our support staff. Subscriber agrees and acknowledges that if Subscriber alters or removes this server access, Signon Africa Communications Ltd 's ability to provide technical support to the Subscriber may be severely limited.

<#>

Disclaimer.

You acknowledge and agree that your use of the Services, including any information or content obtained through the Services, is at your own risk. You further acknowledge and agree that Signon Africa Communications Ltd exercises no control over, and accepts no responsibility for, the content of the

information passing through Signon Africa Communications Ltd 's host computers, network hubs and points of presence or the Internet.

<#>

Limited Warranty.

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS.” SIGNON AFRICA COMMUNICATIONS LTD AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “SIGNON AFRICA COMMUNICATIONS LTD PARTIES”) DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. THE SIGNON AFRICA COMMUNICATIONS LTD PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE JUST HOST PARTIES ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM SUBSCRIBERS OR STORED BY SUBSCRIBERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY SIGNON AFRICA COMMUNICATIONS LTD OR SIGNON AFRICA COMMUNICATIONS LTD 'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. JUST HOST DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. JUST HOST DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR SIGNON AFRICA COMMUNICATIONS LTD IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

<#>

Limitation of Liability.

1. <#>

SIGNON AFRICA COMMUNICATIONS LTD SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL THE SIGNON AFRICA COMMUNICATIONS LTD PARTIES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY SUBSCRIBER CONTENT, SUBSCRIBER WEBSITE OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF SIGNON AFRICA COMMUNICATIONS LTD IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. <#>

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SIGNON AFRICA COMMUNICATIONS LTD 'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SIGNON AFRICA COMMUNICATIONS LTD FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, SIGNON AFRICA COMMUNICATIONS LTD 'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification.

You agree to indemnify, defend and hold harmless the Signon Africa Communications Ltd Parties from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Signon Africa Communications Ltd Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any of your acts or omissions, except to the extent any of the foregoing directly results from Signon Africa Communications Ltd 's own gross negligence or willful misconduct. The terms of this section shall survive any termination of this Agreement.

<#>

Governing Law and Arbitration.

1. <#>

Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon or arising from an alleged tort, shall be governed by the substantive laws of the State of Utah. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this Agreement must be brought in a state or federal court located in Salt Lake County, Utah. You irrevocably consent to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

2. <#>

Arbitration.

For all Subscribers who signed up for or purchased Services on or after April 1, 2017, the following terms shall also apply:

1. <#>

Signon Africa Communications Ltd and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Agreement between Signon Africa Communications Ltd and you.

2. <#>

A party who intends to seek arbitration must first send written notice to Signon Africa Communications Ltd 's Legal Department of its intent to arbitrate ("Notice"). The Notice to Signon Africa Communications Ltd should be sent by any of the following means: (i) electronic mail to legal@signonafrica.net; or The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Signon Africa Communications Ltd may commence an arbitration proceeding.

3. <#>

The arbitration shall be governed by the Consumer Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and shall be administered by the AAA. All issues are for the arbitrator to decide, including the scope of this arbitration clause, provided, however, that the arbitrator is bound by the terms of this Agreement.

4. <#>

In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Signon Africa Communications Ltd will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the

arbitration from being cost-prohibitive. If, however, the arbitrator finds that either the substance of your claim or the relief sought is improper or not warranted, as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b), then the payment of arbitration costs shall be governed by the Arbitration Rules. In such case, you agree to reimburse Signon Africa Communications Ltd for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your demand, Signon Africa Communications Ltd shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

5. <#>

You agree that, by entering into this Agreement, you and Signon Africa Communications Ltd are waiving the right to a trial by jury.

6. <#>

If you initiate litigation or any other proceeding against Signon Africa Communications Ltd in violation of this section, you agree to pay Signon Africa Communications Ltd's reasonable attorneys' fees incurred in connection with its enforcement of this section.

7. <#>

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

8. <#>

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR SIGNON AFRICA COMMUNICATIONS LTD MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER

SUBSCRIBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

<#>

Miscellaneous.

1. <#>

Backups. For its own operational efficiencies and purposes, Signon Africa Communications Ltd from time to time backs up data on its servers, but is under no obligation or duty to Subscriber to do so under this Agreement. IT IS SOLELY SUBSCRIBER'S DUTY AND RESPONSIBILITY TO BACKUP SUBSCRIBER'S FILES AND DATA ON SIGNON AFRICA COMMUNICATIONS LTD SERVERS, AND under no circumstance will Just Host be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber files and/or data on any Just Host server. Signon Africa Communications Ltd will not attempt to back up accounts that exceed 5000 files or 3 Gigs of space for any reason and does not maintain any backups of dedicated accounts.

2. <#>

Independent Contractor. Signon Africa Communications Ltd and Subscriber are independent contractors and nothing contained in this Agreement places Just Host and Subscriber in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.



3. <#>

Headings. The headings herein are for convenience only and are not part of this Agreement.

4. <#>

Entire Agreement. This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

5. <#>

Severability. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions (unless otherwise specified) thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

6. <#>

Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

7. <#>

Assignment; Successors. You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Just Host. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Signon Africa Communications Ltd may assign its rights



and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. <#>

Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

9. <#>

Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, you acknowledge and agree that any supplier of a third-party product or service that is identified as a third-party beneficiary in the Service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products nor services against you as if it were a party to this Agreement