

VPS Hosting International

Succeeding in the web hosting business requires flexibility. It also means being competitive. A VPS solution is for the webmaster or small business/ISP's who wants the control over their server environment without the need of the power of a fully dedicated solution. **Virtual Private Servers** - VPS hosting gives you total root access and the power and security of a dedicated Web hosting solution.

VPS Packages

	inX 360	inX 540	inX 720	inX 1080	inX 1440	inX 2880
RAM	360MB	540MB	720MB	1080MB	1440MB	2880MB
Storage	12GB	18GB	24GB	36GB	48GB	96GB
Transfer	200GB	300GB	400GB	600GB	800GB	1600GB
Price	R300-00	R420-00	R540-00	R750-00	R990-00	R2200-00
Cpanel p/m	R250-00	R250-00	R250-00	R250-00	R250-00	R250-00

Cpanel is optional per server.

Server Name / Domain	
Root Password	
Required Cpanel	Yes / NO
Please indicate Package Name as above	
All servers with or without Cpanel will be signed of buy yourself that all are working 100%, all work to be done on servers thereafter will be charged at R300-00 per hour.	
Office Use	

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Personal / Company Information

<u>Title (i.e. Mr, Miss, Mrs.)</u>		<u>Surname</u>
<u>First Name</u>	<u>Initials</u>	<u>Date Service is required</u>
<u>I.D / Company Registration Number</u>		<u>Company Name (if applicable)</u>
<u>Postal Address</u>		<u>Physical Address</u>
<u>Postal Code</u>		<u>Postal Code</u>
<u>Telephone Number (Work)</u>		<u>Telephone Number (Home)</u>
<u>Fax Number</u>		<u>Mobile (Cell) number</u>

Banking Details for Debit Order

<u>Banking institution</u>	<u>Account Number</u>	<u>Branch Code</u>
<u>Branch Town</u>	<u>Type of Account (No Credit Cards)</u>	<u>Signature as Used for Signing Cheques</u>

Banking Details for Credit Card Order

<u>Account Holder</u>	<u>Credit Card Number</u>	<u>Expiry Date</u>
<u>Type of Card (e.g Visa or Master)</u>	<u>Banking Institution</u>	<u>Signature On Card</u>

Terms & Conditions
Payment DEBIT ORDER ONLY
Server Abuse

- Any attempt to undermine or cause harm to a server, or customer, of ISP in a BOX is strictly prohibited.

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- Unauthorized use of other people's accounts or computers ISP in a BOX will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.
- Any unauthorized use of accounts or computers by a ISP in a BOX customer, whether or not the attacked account or computer belongs to ISP in a BOX, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.
- Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by ISP in a BOX to be unacceptable use of ISP in a BOX's services including abuse of server resources.
- All hosting accounts may be terminated that include the following content or which have links to the following content:
 - Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
 - Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
 - Displaying material that exploits children less than 18 years of age.
 - Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities

Unsolicited Email (Spam)

- Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation.
- ISP in a BOX takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.
- The following activities are not allowed:
 - Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.
 - Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund. Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
 - Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment.
 - If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
 - Providing spam ware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spam ware is strictly prohibited and subject to demand for removal or account cancellation.
 - NOTE: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a web site hosted by or through ISP in a BOX (spam advertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.
 - PENALTY: Depending on the severity of your SPAMMING, ISP in a BOX reserves the right to charge you between R10.00 R100.00 PER SPAM sent through our network. Your web site content will also be confiscated and it will be NEVER returned to you.

GI Scripts

- Each shared Linux web hosting account comes with its own cgi-bin, in which you are free to use any* CGI scripts you wish.

Server Resource Abuse

- Shared server accounts are limited in use of the amount of server resources. Shared server resource abuse includes any process or service usage that affects normal shared server operation, resources or connectivity, and which causes a server to become overloaded. Shared server resources include CPU and memory usage, number of concurrent processes, number of concurrent port or database connections and total bandwidth. ISP in a BOX will be the sole arbiter as to what constitutes a violation of this provision. Possible causes of server resource abuse include, but are not limited to, the use of: CGI, Perl, Exim, Mysql, PHP, HTTP, SMTP, POP3 and FTP. Shared server accounts are NOT allowed to send more than 2000 emails per day. If server resource abuse is detected, possible actions include, but are not limited to: disabling of the offending script or scripts, disabling of the specific service, disabling of the entire account or account cancellation. If server overload is a result of server resource abuse, these actions will be taken without prior notice or warning.

Background Running Programs

- We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge may incurred based on system resources used and operational maintenance needed.

IRC

- We currently do not allow IRC IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

Excessive Use/Overages

- You will be allowed to exceed the bandwidth threshold and will be invoiced as per the pricing matrix as above, you will not be allowed to exceed storage and E-mail usage limits outlined by your particular VPS hosting package. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, ISP in a BOX will invoice accordingly. If ISP in a BOX elects to take any corrective action, ISP in a BOX will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular VPS hosting package specifications and resultant charges. Bandwidth overages are currently billed at price matrix above. Should you exceed your disk space you will have to upgrade to the next package as above.

Payment Policies

- All accounts are set up on a pre-pay basis.

VPS in a BOX Packages include a 30-day money back guarantee.

- If you are dissatisfied with your service for any reason, you will receive a full refund (minus traffic usage and or your monthly license free of Direct Admin) if you cancel your account within 30 days of the activation of your account.
- **The 30 day money back guarantee does NOT apply to Domain Name Registration or Web Site Design.**

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- **Services.** No refund is available after the 30th day.

Fraud

- If you suspect fraudulent activity or transactions on your VPS in a BOX account? If so, please contact VPS in a BOX billing department immediately at (011) 665 1097. Our technical specialist will promptly investigate and remedy your claim.

Cancellations

- If you would like to cancel your account for any reason, then please contact VPS in a BOX billing department at (011) 665 1097 or email us at: accounts@inx.co.za The 30 day money back guarantee does not apply to Domain Name Registration or other services. Domain Name Registration is NOT refundable. Once you purchase your Domain Name, you are its owner and it cannot be "returned" until the duration of the domain term has expired.
- If there are a setup fees charged, they are non-refundable. All pricing is guaranteed for the term of pre-payment. ISP in a BOX reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension.
- The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies accounts@inx.co.za to request for termination of services.
- ISP in a BOX reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by ISP in a BOX if ISP in a BOX institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)
- Cancellations via email requests will not constitute acceptance of any cancellation. Cancellations must be faxed on a company letter head to 086 6000 777.
- Refunds will be made by company check or issued back to your credit card within 30 days of receipt of cancellation.
- No refunds will be given for any promotional offer. This includes any promotion with or without coupon purchase.
- Any unreasonable chargeback will be deemed as breach of contract and this will attract a minimum of R100-00 admin fee for settlement of the chargeback.
- You must contact us for any dispute in cancellation or payment issue instead of doing a unilateral chargeback request from your bank.
- A 30 Day written notice to be faxed to our office, please specify last day of services.

Liability and Obligations on Cancellation

- If the Agreement expires or is cancelled for any reason, ISP in a BOX is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration.
- If you terminate this Agreement, ISP in a BOX will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to ISP in a BOX under this Agreement.

Material and Product Requirements

- You must ensure that all material and data placed on ISP in a BOX equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by ISP in a BOX.
- ISP in a BOX will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", ISP in a BOX may reject this material. ISP in a BOX will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy ISP in a BOX's requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software.
- This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. ISP in a BOX does not provide this knowledge or customer support outside of the Services.

Intellectual Property Rights

- Material accessible to you through ISP in a BOX services may be subject to protection under the South Africa or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use ISP in a BOX or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the ISP in a BOX network.
- If you use a domain name in connection with ISP in a BOX or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

- Customers may not use the ISP in a BOX network with an attempt to circumvent user authentication or security of any host, network, or account.
 - This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network.
 - This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. ISP in a BOX 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. Users who violate system or network security may incur criminal or civil liability.
 - You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, ISP in a BOX will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting ISP in a BOX or any of its other customers.

Electronic Commerce

- You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, without limitation.

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- You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

Torturous Conduct

- Any abuse towards any ISP in a BOX group or inX employees will not be tolerated. You are expected to request and respond to support and other issues in a professional manner
 - Any threat; whether verbally, orally, written, or delivered by second parties directed towards ISP in a BOX or inX or any of its employees, partners, equipment, and concerns shall be construed as a violation of this TOS. Any conduct viewed as violating this section shall be considered a violation of this TOS. ISP in a BOX or inX will be the sole arbitrator in regards to what is deemed a violation. No refunds shall be given when the contents of this section necessitates removal of the account.

IP Address Ownership

- ISP in a BOX shall maintain and control ownership of all IP addresses that may be assigned to you by ISP in a BOX and ISP in a BOX reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Lawful Purpose

- ISP in a BOX reserves the right to refuse service to anyone. Customers may only use ISP in a BOX server for lawful purpose.
- Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets.
- The designation of any materials as such described above is left entirely to the discretion of ISP in a BOX management.
- Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in Gauteng, South Africa and any dispute will be litigated or arbitrated in Gauteng, South Africa. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in Gauteng Courts. IN NO EVENT SHALL ISP in a BOX MAXIMUM LIABILITY EXCEED ONE THOUSAND HUNDRED (R1000.00) RANDS.

Indemnification

- CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD ISP in a BOX HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST ISP in a BOX, 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, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ISP in a BOX AGAINST LIABILITIES ARISING OUT OF;
 - ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH ISP in a BOX SERVER; ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS
 - OF A THIRD PARTY;
 - COPYRIGHT INFRINGEMENT AND
 - ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM ISP in a BOX SERVER.

Disclaimer

- ISP in a BOX WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. ISP in a BOX MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. ISP in a BOX DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY ISP in a BOX AND ITS EMPLOYEES. ISP in a BOX RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.
- ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF ISP in a BOX MUST ADHERE TO THE ABOVE POLICIES.
- FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

I, _____ (full name), I.D Number _____ hereby authorize ISP in a BOX to create and set-up my services as mentioned above in terms of the ISP in a BOX Application package. I hereby agree to settle the above mentioned costs as per the Terms & Conditions section of this document. I hereby agree that I have read and understood the Terms and Conditions section of this document. Bank Link to make debit order deductions.

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