



Terms & Conditions

Introduction:

SKY HOST WEB HOSTING SERVICES is always keen on ensuring the comfort and satisfaction of its customers, by providing a reasonable level of service in accordance with quality standards and within professional and ethical constants, and spares no effort in performing its duties towards them. In order to prevent future disputes from occurring, we explain the terms of the contract between SkyHost and its customers as follows:

A. Discharge:

In **Sky Host** we rely to provide our services to official institutions, commercial and industrial companies, business names, organizations and individuals, and accordingly we absolve ourselves before God of all content contrary to Sharia, law, norms, values and human ethics that may be published on one of our customers' websites or related to us by one or other way. Accordingly, we draw your attention to the need to impose censorship and restrict publishing on your sites except through the supervisor and review all that is published, and we may unfortunately have to take action to stop the service as a result of any violations of the agreement by the customer, if any. See the Service Cancellation Statement.

B. Website content liability:

The role of **Sky Host** is limited to providing domain registration or web hosting or both together, securing and protecting them, and providing technical support, and it is not considered in any way responsible for the content of the customer's site and does not bear the legal and moral consequences arising from the customer's misuse of its site.

The user is solely responsible for providing the content and the quality of it on its site after receiving the service, and he bears full legal and moral responsibility and the consequences of publishing and using the content of its site. Accordingly, we advise the user, before submitting content to its site, to make sure of the following:

1. That the content does not harm religions and human beliefs.
2. That it would not incite violence, and would not be related in one way or another, or supports terrorism.
3. Not to violate, offend, provoke or call for the violation of international laws and regulations.
4. That the content is not to be defamatory to harm the reputation of a particular party, group or individuals who have a legal personality.
5. The content would not incite hostility, hatred, spread obscenity, or to be pornographic content.
6. Not to violate or misappropriate the rights of others, such as copyright, patents, trademarks, trade secrets, or any other property right, the right of publicity, privacy, or intellectual property.
7. Not to send chain letters or unwanted e-mail (SPAM) to others.

8. Not to publish misleading information or false news, or to exploit the site in fraudulent operations, or to use the information of the site's users without their consent or violate their privacy and freedoms.
9. That the content does not contain a viruses or malicious software, or promote such software that may harm others.

C. Discharge:

1. **Sky Host** is committed to fulfilling its duties towards its customers, respecting all their rights, and always working to implement their requirements within the maximum limits.
2. Provides protection and stability for servers with 99% uptime.
3. Providing the necessary technical support to the customer whenever requested, and the support is limited to (the problems of our servers only) and does not include support for other content on the site such as forums, scripts or other platforms related to website design or any materials published on the site. The customer must confirm before booking the service is that its software or systems are compatible with the operating systems of our servers because we do not provide any modifications or additions to the servers except for the development of our systems according to our development plans.
4. Maintaining the privacy and confidentiality of the customer's data in full, and we do not sell, trade, rent or give this information to any other parties. We pledge not to disclose it to any party, unless it is required by law and in cases of security necessity, and it is provided only to competent government agencies based on an official government request.
5. The customer can take backup copies periodically, monthly, weekly or daily, through its control panel.
6. We will use our reasonable capabilities to ensure that the servers of our service providers are available to you. We do not guarantee that access to our servers will be error-free or free of interruptions, but we will make sure that lost time is minimized as possible. We will also use commercially reasonable efforts to provide you with advanced notifications about all scheduled and emergency outages through our website or news report.
7. No service benefits will be granted in exchange for any form of disruption in the service or unavailability of the service.
8. You shall be responsible for maintaining an updated and appropriate backup of all data, information, e-mail and other materials that you upload (or allow it to be uploaded) to our servers as part of your use of the hosting service. In the event that your materials are lost or damaged, you will not be granted access to the backup copies of the servers maintained by our service providers in accordance with the periodic archiving procedures.
9. In the event of any loss or damage our servers, you have the right only to we use all our commercial efforts to retrieve the lost data (your materials / data) from the last backup we created in the archiving process. We shall not be responsible for any loss, destruction, or disclosure of your materials caused by you or any third party.
10. The DirectAdmin hosting service is for companies only.
11. It should be noted that the size of the mailbox is considered part of the area of the specified plan, meaning that there is no space allocated to the size of the mailbox, but rather it is part of the area of the specified plan. Here are the hosting plans with DirectAdmin. The plans with StackCP come with 10 GB mailbox size for each mail account separate from the website storage space.



12. In the case of plans with multiple websites, the plan is considered valid from the first day of subscription. Therefore, the accounts that you will add to the plan in the future will expire with the expiry of the subscription effective date from the first day.
13. If any problems arise related to the service provided to you, you can email us at support@skyhost-sd.com or via [WhatsApp. https://wa.me/message/ZUKZ7Z4MRJOIC1](https://wa.me/message/ZUKZ7Z4MRJOIC1) Please add the above e-mail to your contact list or white list to allow receive the important information and news in the inbox. All updates or changes and scheduled maintenance will be sent from this mail, which is the only form of communication in that situations.

D. Providing services:

The domain registration and hosting is prepared automatically upon online payment. In the case of a bank transfer, the domain or hosting or both will be reserved, and the website will be launched with the first copy “Coming soon” after we receive the amount in a period not exceeding 90 minutes.

E. Domains:

1. **Sky Host** provides a set of domain extensions that meet the needs of customers, for example: (.com – .net – .org – .info – .biz). Domains are reserved upon payment of the bill.
2. The customer cannot transfer his domain until at least 60 days have passed from the date of reserving the domain.
3. The domain cannot be changed or canceled after registering it, and that will result in the payment of fees for registering a new domain.
4. The customer pays the domain renewal value (domain and hosting) annually, and it can reserve for more than a year.
5. The customer can only a Web hosting if it has a registered domain by another company.
6. You confirm and guarantee that you are the owner of any trademark in any domain name (or you have authorization from the trademark owner to use the name) that you want to register, and we do not bear any responsibility for that.
7. Sudanese domain names are registered under our account with the registrar.
8. Sometimes the domain registration fails after placing the order due to external reasons, in this case the client will get refund the full payed value.

F. Domains:

1. Paying the value of services in US dollars or its equivalent value in Sudanese pounds at the central bank of Sudanese commercial banks rate + 10%.
2. Fees are paid by the customer before the start of the service. Payment of fees is considered the only confirmation of the reservation of the service.
3. The application will not be valid if the fees are not paid.3. Payments are not considered prepaid before they are received by us (cash, check, or transferring the amount to our account).
4. The fees for subscribing to the services may change as a result of any change in the exchange rates or additions or developments to our servers, and in our turn we do our best to ensure that prices and specifications are preserved without negative change.



5. The customer agrees to pay the additional fees that may be charged to the invoice as a result of changing prices or currency difference for the renewal.
6. Fees for service renewal must be paid 15 days before the service renewal date.
7. In the event that the customer is 15 days late in payment, the service provided to it will be automatically canceled and is not entitled to demand a copy of the sites. (See Service Cancellation).
8. Money-back guarantee is 7-day and you must have a convincing reason for this. You cannot refund any amount just because you changed your mind and do not want the service, and as we explained, you must have a convincing and clear reason to refund the amount. Except in special cases, SkyHost has the right to cancel the order before or after accepting it, and the customer is immediately informed of that, and the amount paid is refunded. This does not entail any deductions from the amount.
9. In the case of payment through the electronic payment gateway inside Sudan, the customer bears the cost of processing the payment process, which ranges between 1-20 Sudanese pounds, or as shown in the invoice during the payment process.
10. In the event of payment using PayPal, the customer shall bear the cost of the transfer, and that the amount reaches our account in full without any deduction.
11. The customer is obligated to pay the value of 12 months in advance, provided that the amount is deposited in his account on the site, to be deducted to pay the monthly or annual bills, You can add any amount you want to your account at any time through the various payment methods that we provide.

G. Service cancellation:

1. **Sky Host** customers have the right to cancel the service request unless the request enters into force, and the full paid amount will be refunded. This does not entail any deductions from the amount.
2. After the application goes into effect, the customer can cancel the service at any time it wants, but the amounts paid for the remaining period of the customer are not refunded.
3. In the event that the customer does not renew the service or informs us of that before the renewal date (for permanent services), the service will be automatically terminated by the system.
4. **Sky Host** has the right to cancel customer service in the following cases:
 - In special cases, SkyHost has the right to cancel the order before or after its acceptance, and the customer is notified immediately of that, and the full amount paid will be refunded and there are no any deductions from the amount.
 - In the event that the customer has repeatedly violated the agreed terms for three times, and has no right to claim a refund of the service value.
 - In cases of violating the terms of use in relation to national security issues of the country or carrying out activities that directly or indirectly support or relate to terrorism issues.
 - In the event of an attempt to harm our servers, any of our clients, or any third party.



H. Conflicts and disagreements:

This agreement is considered a binding contract for the two parties, and in the event that any dispute arises between the two parties, it is resolved amicably on the basis of mutual consent, and in cases of extreme dispute the dispute is returned to a legitimate arbitrator (a third party) to be agreed upon, or to the Sudanese judiciary.

I. Rights of amendment and change:

Sky Host reserves the right to amend the conditions stated in this agreement, at any time and without prior notice, according to the requirements of necessity and the variables of stage changes.

J. Our servers locations:

Our providers data centers is located in United Kingdom – London..

K. Intellectual property rights:

You or your licensor retain all intellectual property rights in relation to your materials and you also grant us a worldwide non-exclusive and non-profitable license so that we can use, store and maintain your materials on our servers and then publish your materials on the Internet for the purpose of providing a hosting service for you. You also guarantee that your materials do not violate any intellectual property rights of any third party, in addition to that you have the right to grant us a license regarding this matter. It is possible for us to make copies necessary to fulfill our obligations and this includes creating backup copies of your materials.

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