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.

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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. Customer Rights:

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 99.9% uptime guarantee.
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. We are committed to maintaining the privacy and confidentiality of customer data in full. We do not sell, trade, rent, or share this information with any third parties. We pledge not to disclose it to any party unless required by law or in cases of security necessity, where it will be provided only to competent government authorities upon an official government request.
5. The customer can create backup copies periodically — monthly, weekly, or daily — through their control panel.
6. We will use reasonable efforts to ensure that our services are available to you. However, we do not guarantee uninterrupted or error-free access to our servers, although we will strive to minimize downtime as much as possible. Additionally, we will make commercially reasonable efforts to provide advance notice of all scheduled and emergency outages through our website or news updates.
7. No service credits or benefits will be provided as compensation for any form of service disruption or unavailability.
8. You are responsible for maintaining up-to-date and appropriate backups of all data, information, emails, and other materials that you upload (or allow to be uploaded) to our servers as part of your use of the hosting service. In the event of loss or damage to your materials, access to server backups maintained by our service providers, in accordance with their periodic archiving procedures, will not be granted.
9. In the event of any loss or damage to our servers, your sole remedy is that we will use all commercially reasonable efforts to retrieve your lost data from the most recent backup created during 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 cPanel hosting service includes a mailbox size of 10 GB for each email account, separate from the website storage. The total space used for all email accounts must not exceed 40 GB.
11. The StackCP hosting service includes a mailbox size of 10 GB for each email account, separate from the website storage.
12. For plans that support multiple websites, the plan is considered active from the first day of subscription. Therefore, any additional accounts added later will expire on the same date as the original subscription's expiration.

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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 Please add the above email to your contact list or whitelist to ensure that important information and updates are delivered directly to your inbox. All notifications regarding updates, changes, and scheduled maintenance will be sent from this email address, which will be the sole means of communication in such situations.

D. Providing services:

The domain and hosting are automatically reserved and set up upon online payment; however, manual order processing may be required in some cases. For bank transfers, the domain, hosting, or both will be reserved, and the service will be activated within a maximum of 90 minutes after we receive the payment. Other services, such as cloud servers and SSL certificates, may take up to 48 hours or longer, depending on the SSL certificate type.

E. Domains:

1. **Sky Host** provides a set of domain extensions that meet the needs of customers, for example: (.com, .net, .org, .info, .biz, .sd, .com.sd). 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. Unmanaged Cloud Servers:

1. **Service Description**
   The service provided is unmanaged cloud servers, where the customer is fully responsible for installing, managing, and securing all applications and software on the server. [Company Name] does not provide any direct support for system or software management.
2. **Customer Responsibilities**

- The customer is responsible for setting up, managing, and securing their cloud server.
- The customer bears full responsibility for protecting their data and applications from unauthorized access.

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- The customer must comply with all applicable local and international laws and regulations regarding server usage.

3. **Acceptable Use**
   The following activities are prohibited when using the service:

- Hosting or distributing illegal or malicious content.
- Using the server for hacking purposes or launching DDoS attacks.
- Sending spam emails or engaging in any unsolicited activities.

4. **Data Security**
   We provide the basic cloud infrastructure, but data security is entirely the customer's responsibility. All necessary measures must be taken to protect the information stored on the servers.
5. **Maintenance and Downtime**
   We reserve the right to conduct planned or emergency maintenance that may cause service interruptions. We will make every effort to notify customers in advance whenever possible.
6. **Disclaimer of Liability**

- The service is provided "as is" without any express or implied warranties.
- We are not liable for data loss, service interruption, or any damages resulting from the.

7. **Service Uptime**
   Sky Host shall guarantee the availability will be 99.9% in any calendar month.
8. **Service Provisioning Time**
   Services apart from those on our cloud shared hosting environments will be provisioned manually within 48 hours following receipt of first payment.

G. Payments:

1. Payment for services shall be made in U.S. dollars or its equivalent in Sudanese pounds at the parallel market rate.
2. Fees must be paid by the customer before the start of the service. Payment of fees serves as the sole confirmation of service reservation, and the request will not be valid or complete unless the fees are paid.
3. Payments are not considered made until they are received by us (in cash, by check, or by transferring the amount to our bank account).
4. Subscription fees for services may change due to any fluctuations in exchange rates or any additions or upgrades to our servers. We make every effort to ensure that prices and specifications remain stable and are not negatively impacted.
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

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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.

H. 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.

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I. 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.

J. 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.

K. Our DC locations:

Our provider's data centers are located in London, England, and Dallas, TX, USA.

L. 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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