

Dev Rocket Terms of Service Agreement

Effective Date:

This Terms of Service Agreement ("Agreement") is entered into between **HK Data Solutions (Pty) Ltd**, a registered company in South Africa with registration number **2016/352497/07** ("Company"), trading under the brand **Dev Rocket** ("Brand"), and the undersigned client ("Client"). This Agreement outlines the terms and conditions governing the provision of domain registration, domain transfer, web hosting, and website design services by the Company to the Client.

1. Client Information

Client Details:

- **Full Name:**
- **Company Name (if applicable):**
- **Physical Address:**
- **Email Address:**
- **Phone Number:**

Hosting Details:

- **Domain Name:**
- **Selected Package:**
- **Monthly Fee**

2. Services Provided

2.1 Domain Registration and Transfer

- The Company agrees to register or transfer the Client's chosen domain name(s), subject to availability and compliance with the applicable domain registration policies.

2.2 Web Hosting

- The Company shall provide web hosting services for the Client's domain(s), including server space, bandwidth, and related services as per the selected hosting plan.

2.3 Website Design

- The Company shall design and develop a website for the Client. This service is provided at no additional cost, contingent upon the Client maintaining active hosting services with the Company.

3. Term and Termination

3.1 Term

- This Agreement shall commence on the Effective Date and continue on a month-to-month basis until terminated by either party in accordance with this Agreement.

3.2 Termination by Client

- The Client may terminate this Agreement by providing a written notice of cancellation at least 30 days prior to the desired termination date. Notices must be submitted through the Company's official email support@devrocket.co.za.

3.3 Termination by Company

- The Company reserves the right to suspend or terminate services without prior notice if the Client fails to comply with the terms of this Agreement, including but not limited to non-payment or engagement in prohibited activities.

4. Domain Name Policies

4.1 Ownership

- Domain names registered on behalf of the Client will be registered in the Client's name. The Client acknowledges responsibility for compliance with all applicable domain registration policies.

4.2 Cancellation within 12 Months

- If the Client cancels services within 12 months of domain registration and wishes to retain ownership of the domain name, the Client must purchase the domain from the Company at the then-current market rate. If the Client does not wish to retain the domain name, cancellation will incur no additional cost.

5. Website Design and Hosting

5.1 Complimentary Website Design

- The Company offers complimentary website design services to Clients who maintain active hosting services. If the Client terminates hosting services or transfers to another provider, the website design and its content will remain the property of the Company and will be deactivated upon termination.

5.2 Hosting Obligations

- The Client agrees to adhere to the Company's hosting policies, including acceptable use, resource limitations, and payment terms. Failure to comply may result in suspension or termination of services.

6. Fees and Payment

6.1 Fees

- All fees for domain registration, hosting, and any additional services are due in advance as per the selected service plan. The Company reserves the right to change its fees upon 30 days' notice to the Client.

6.2 Late Payments

- Accounts not paid within the specified terms are subject to suspension or termination. The Company is not responsible for any loss of data or service resulting from such actions due to late payment.

7. Limitation of Liability

- The Company shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or use, incurred by the Client or any third party, whether in an action in contract or tort, arising from the use of the services provided.

8. Indemnification

- The Client agrees to indemnify and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or in any way connected with the Client's use of the services provided by the Company.

9. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

10. Acceptance

By signing below, the Client acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

Client Signature:

Date:

Company Representative Signature:

Date:

Note: This Agreement must be signed and returned to the Company prior to the commencement of any services.