



Hosting - Terms of Service and Service Level Agreement

All services provided by Full Stack Team Six Company Limited may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of the laws of the United Republic of Tanzania is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, unlicensed software or files, or material protected by trade secrets and other statutes. The subscriber agrees to indemnify and hold harmless Full Stack Team Six from any claims resulting from the use of the service which damages the subscriber or any other party.

Examples of non-acceptable content or links

- Pirated software
- Illegal MP3's
- Hackers programs or archives
- Warez Sites
- Adult Sites
- Child Pornography

Full Stack Team Six Company Limited will be the sole arbiter as to what constitutes a violation of this provision.

Unlimited Traffic/Hits & Server Resource Usage:

Full Stack Team Six Company Limited is pleased to offer our clients unlimited traffic/hits, and server usage. Unlimited Traffic/Hits refers to the number of visitors to your website, NOT the amount of bandwidth/data transfer. Your account is still limited to the allocated bandwidth/data transfer included with your selected package. To maintain the integrity of our service the following traffic/usage limitations apply.

- Sites with banners, graphics or cgi's running from their domain being used on other domains.
- Sites with immense graphic archives or galleries.
- Sites offering immense download archives, such as .zip, .tar, .ra and .GZ.
- Sites running large chat room gatherings.
- Sites using more than 20% of system resources

If you do not qualify for unlimited traffic/hits, your account may be required to be upgraded, or Full Stack Team Six Company Limited may move your site to a different server, to reduce the load on the server you are currently residing. Full Stack Team Six Company Limited will be the sole arbiter as to what constitutes a violation of usage limitations. Bandwidth/data transfer will go unmonitored until you reach your account limit, then normal over-usage data transfer costs will apply depending on the clients request.

Chat Rooms:

Full Stack Team Six Company Limited may allow programs to run continually in the background, these are considered on a one to one basis and extra charge may be incurred based on system resources used and operational maintenance needed.

**IRC:**

Full Stack Team Six Company Limited currently does not allow IRC or IRC bots to be operated on our servers.

Multiple Connections:

Multiple telnet and ftp sessions are allowed, on a single hosting account.

Idle Timeouts:

Full Stack Team Six Company Limited may disconnect any idle connection to the network.

Average timeouts are:

- FTP - 300 seconds
- Telnet - 2 hours

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a Full Stack Team Six Company Limited server or using an email address that is maintained on a Full Stack Team Six Company Limited machine is STRICTLY prohibited. For general reference, we consider spam any email that is sent to more than 10 people at a time that did not ask for it to be sent to them.

Full Stack Team Six Company Limited will be the sole arbiter as to what constitutes a violation of this provision. Opt-In email is acceptable, as long as Opt-Out/Removal requests are fully honored. Please make an effort to limit outgoing mail on your account to no more than 5000 pieces per DAY and no more than 20 pieces per minute. Many times we have seen sites push over 1000 emails in one hit, this causes our server loads and prevents other people from accessing server services. Large mailings are preferred to be sent from the hours of 12AM - 8AM GMT +3 Hours.

Server Abuse:

Any attempts to undermine or cause harm to a Full Stack Team Six Company Limited server or customer of Full Stack Team Six Company Limited is strictly prohibited. Full Stack Team Six Company Limited will pursue legal action to the fullest extent for all abuse of the Full Stack Team Six Company Limited Network.

Payments:

The customer acknowledges and agrees that Full Stack Team Six Company Ltd, in sole and absolute discretion, may suspend provision of the services without any liability if the customer fails to timely remit payment for the services without prior written agreement.

Suspension/De-Activation:

If any terms or conditions are failed to be followed it will result in grounds for account suspension or deactivation. Full Stack Team Six Company Limited reserves the right to remove any account without prior notice. If Full Stack Team Six Company Limited deactivates your account(s) for violating policy, you will forfeit your rights to a refund and none will be given. No refunds for advance payments, on deactivated accounts.



Privacy Policy:

Full Stack Team Six Company Limited respects the privacy of every individual who visits our Web sites, responds to our interactive advertisements or sends us e-mail.

Indemnification:

The customer hereby indemnifies and agrees to hold harmless Full Stack Team Six Company Limited and each of its officers, directors, employees, agents, and legal advisors (each an “**Indemnified Person**”) from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or character whatsoever (“**Claims and Liabilities**”), which may be imposed on, incurred by, asserted or claimed against any Indemnified Person, directly or indirectly, based on or arising out of or resulting, in whole or in part, from (i) the use of the Services; (ii) any act or omission of customer, its agents, contractors, employees or invitees; or (iii) any breach of customer's obligations and the transactions and events at any time associated therewith.

The indemnification provided for shall survive the expiration or termination of the user of services.

Limited Liability:

Full Stack Team Six Company Limited shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this Agreement or the Services, including but not limited to damages for lost profits, loss of use, loss of data, loss of privacy, damages to third parties even if Full Stack Team Six Company Limited has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether on any claims based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution.

Service Level Agreement

Full Stack Team Six Company Limited is proud to offer an exceptional level of performance, reliability, and service. That is why we are making commitments to our customers in the form of a Service Level Agreement (SLA) which provides certain rights and remedies regarding the performance of the Full Stack Team Six Company Limited network. The Full Stack Team Six Company Limited Service Level Agreement (SLA) guarantees our network/equipment reliability and performance. This Service Level Agreement (SLA) applies to customers of Full Stack Team Six Company Limited web hosting and other services.

Uptime Guarantee:

Full Stack Team Six Company Limited strives to maintain a 99.5% network and server uptime service level. This uptime percentage is a monthly figure, and is calculated solely by Full Stack Team Six Company Limited monitoring systems or Full Stack Team Six Company Limited authorized/contracted outside monitoring services. If Full Stack Team Six Company Limited fails to meet it's 99.5% uptime guarantee, and it is not due to one of the exceptions below, credits will be made available to each client, upon request, on a case by case basis. Full Stack Team Six Company Limited does not credit a full month's service for minor downtime. This would not be financially healthy for Full Stack Team Six Company Limited, and in turn would only negatively affect the service level Full Stack Team Six Company Limited provides to you. In extreme circumstances, Full Stack Team Six Company Limited may distribute



full month credits, but this is dealt with on a case by case basis. Details on how credit amounts are calculated can be found below.

Exceptions:

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the Full Stack Team Six Company Limited network caused by or associated with:

- Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (ie.fire, flood, earthquake, tornado, etc), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement
- Telco Failure (ie.Verizon™ cutting a fiber line somewhere) Backbone peering point issues (ie.UUnet™ having a router go down in Virginia that wipes out internet service for the entire East Coast)
- Scheduled maintenance for hardware/software upgrades
- DNS issues not within the direct control of Full Stack Team Six Company Limited
- Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of Full Stack Team Six Company Limited service(s) in breach of Full Stack Team Six Company Limited Policy and Service Guidelines, by Client or others authorized by Client.

Connectivity:

Full Stack Team Six Company Limited goal is to make the Full Stack Team Six Company Limited network available to Client free of outages for 99.5% of the time. An "outage" is defined as an instance in which Client is unable to transmit and receive IP packets due to a Full Stack Team Six Company Limited service failure for more than 15 consecutive minutes, excluding service failures relating to Full Stack Team Six Company Limited scheduled maintenance and upgrades. The Full Stack Team Six Company Limited network does not include client premises equipment or any Telco access facilities connecting Client's premises to such infrastructure. Full Stack Team Six Company Limited goal is to keep Average Round-Trip Latency on the Full Stack Team Six Company Limited network to 85 milliseconds or less. Full Stack Team Six Company Limited defines "Average Round-Trip Latency", with respect to a given month, as the average time required for round-trip packet transfers between the Full Stack Team Six Company Limited network and major US backbone peering points during such month, as measured by Full Stack Team Six Company Limited. Full Stack Team Six Company Limited goal is to keep Average Packet Loss on the Full Stack Team Six Company Limited network to 1% or less. Full Stack Team Six Company Limited defines "Average Packet Loss", with respect to a given month, as the average percentage of IP packets transmitted on the Full Stack Team Six Company Limited network during such months that are not successfully delivered, as measured by Full Stack Team Six Company Limited.

Measurement:

Full Stack Team Six Company Limited will periodically (on average every 10 minutes) monitor Full Stack Team Six Company Limited network and server availability using software and hardware components capable of measuring application traffic and responses. Client acknowledges that such measurements may not measure the exact path



traversed by Client's internet connection, and that such measurements constitute measurements across the Full Stack Team Six Company Limited network but not other networks to which Client may connect.

Hardware Failure:

Full Stack Team Six Company Limited stands behind all equipment on our network. Faulty hardware is rare, but cannot be predicted nor avoided. Full Stack Team Six Company Limited utilizes only name brand hardware of the highest quality and performance. Full Stack Team Six Company Limited will replace all faulty hardware affecting performance levels of equipment within 48 hours, which includes hardware issues that cause server crashes or speed issues. Hardware failure resulting in complete network/server outage/downtime will be corrected within two hours of problem identification. Router failure is an exception to this SLA guarantee, and may require on-site Cisco™ engineers or backbone provider emergency personnel to correct the problem. Router failure is governed by current Full Stack Team Six Company Limited contracts with Cisco™ and backbone providers in regard to the emergency repair service.

Credits:

Credit requests must be made on the Full Stack Team Six Company Limited website, by emailing to info@fst6.co.tz. Each request in connection with network/server outages/downtime must be received by Full Stack Team Six Company Limited within five days of the occurrence. Each request in connection with Average Round-Trip Latency or Average Packet Loss in a calendar month must be received by Full Stack Team Six Company Limited within five days after the end of such month. The total amount credited to a Client for Full Stack Team Six Company Limited not meeting SLA service levels will not exceed the service fees paid by Client Full Stack Team Six Company Limited for such services for the period in question. Each validly requested credit will be applied to a Client invoice within 30 days after Full Stack Team Six Company Limited receipt of such request. Credits are exclusive of any applicable taxes charged to Client or collected by Full Stack Team Six Company Limited. Upon Client's request (in accordance with the procedure set forth below), Full Stack Team Six Company Limited will issue a credit to Client for network/server outages/downtime occurring during any calendar month that are reported by Client to Full Stack Team Six Company Limited and confirmed by Full Stack Team Six Company Limited measurement reporting. Such credit will be equal to one MONTH's worth of service. If Average Round-Trip Latency on the Full Stack Team Six Company Limited network for a calendar month exceeds 85 milliseconds, then upon Client's request, Full Stack Team Six Company Limited will issue a credit to Client equal to one MONTH's worth of service. If Average Packet Loss exceeds 1% during a calendar month, then upon Client's request, Full Stack Team Six Company Limited will issue a credit to Client equal to one MONTH's worth of service.

Account cancellations:

Your account can be cancelled ONLY by submitting a cancellation form available here. Other methods of cancellation are not valid. Once the form is submitted, the account will be cancelled within 24 hours.

General:

Full Stack Team Six Company Limited reserves the right to change or modify this SLA to benefit the Client, and will post changes to the location currently housing this SLA at time of modification, which will be made available to Client. Except as set forth in this SLA, Full Stack Team Six Company Limited makes no claims regarding the availability or performance of the Full Stack Team Six Company Limited network or servers. Specific terms/points of this SLA may be adjusted on a case by case basis by the specific Service. In case of difference terms/points in SLA and Service



Agreement, the Service Agreement terms/points prevail over this general SLA policy. The Service Agreement agreed by client, is above and beyond this SLA, and Service Agreement terms are in effect, including, but not limited to, limitations of liability.

Domain Registration Agreements

The general terms of domain registrations, transfers or renewals are outlined below:

- If you are registering or transferring a domain name you must also agree to the Domain Name Registration Agreement.
 - Domain Name Registration Agreement for .TZ domains is provided by tzNIC
- Domains shall be renewed at the same price as new registrations unless there is a price change. The current pricing is displayed on our website.
- Should the price of a domain change, the new price and the reason for the change will be communicated to you at least 30 days prior to the effective date of price change.
- Domain renewal reminders will be sent in advance of expiration via email to the address stored in your client area.
- Should an expired domain enter the redemption period, the cost of restoring the domain shall be no more than US\$150.

Other Services

All services are governed by their respective terms of service and agreements. By use of any service, the client acknowledges and agrees to those services. For avoidance of doubt, the below are some of the agreements and by no means constitute the only agreements in place.

- Web Hosting Agreement - contact us
- Microsoft Services are governed by [Microsoft Customer Agreement](#)
- Google Services are governed by their agreements
- SSL Certificates are governed by their respective Certificate Authorities

In doubt, please contact us on support@fst6.co.tz for clarification.

Cancellations, Refunds & Money Back Guarantee

Money-back Guarantee

- **Dedicated Servers.**
There are no refunds on dedicated servers. The fifteen (15) day money- back guarantee does not apply to dedicated servers.



- **Managed shared, VPS and Reseller Services.**

Full Stack Team Six Company Limited offers a fifteen (15) day money-back guarantee for Full Stack Team Six Company Limited managed shared, VPS, and reseller hosting services only. Subject to the terms described under "Cancellations & Refunds" below, if you are not completely satisfied with these hosting services and you terminate your account within fifteen (15) days of signing up for the Services, you will be given a full refund of the amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to administrative fees, install fees for custom software or other setup fees, or to any fees for any other additional services.

Cancellations & Refunds

- **Payment Method.**

No refunds will be provided if you use any of the following methods of payment: bank transfer or cheques. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

- **Money-back Guarantee.**

If an account with a fifteen (15) day money-back guarantee is purchased and then cancelled within the first fifteen (15) days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the Support Team (the "Refund Request") within sixty (60) days of such termination or cancellation ("Notice Period"), receive a full refund of all basic shared, VPS and reseller hosting fees previously paid by you to Full Stack Team Six Company Limited for the initial term ("Money-Back Guarantee Refund"); provided that such Money-Back Guarantee Refund shall be due to you only upon your compliance with, and subject in all respects to the terms and conditions of, this section (Cancellation & Refunds). Requests for these refunds must be made in writing to the Support Team. Refunds will only be issued for basic shared, VPS and reseller hosting services and will not include administrative fees, install fees for custom software or other setup fees, nor will they include any fees for any other additional services. Money Back Guarantee Refunds will not accrue, and shall not be paid under any circumstances, if you do not provide the applicable Refund Request within the Notice Period.

- **Refund Eligibility.**

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. **Violations of this Agreement will waive your rights under the refund policy.**

- **Non-refundable Products and Services.**

There are no refunds on dedicated servers, administrative fees, and install fees for custom software. **Purchases of domain names, whether gTLD or ccTLD are non-refundable.**

- **Cancellation Process.**

You may terminate or cancel the Services by giving Full Stack Team Six Company Limited written notice via cancellation process within your client area. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) Full Stack Team Six Company Limited may, in our sole discretion, refund all pre-paid fees for basic hosting services for the



full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement.

Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received...." Full Stack Team Six Company Limited will confirm your request and process your cancellation shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation form, please contact us.

We require all cancellations to be done through the online form in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

Cancellations for shared and reseller accounts will be effective on the account's renewal date. Cancellations for dedicated and VPS accounts will be effective immediately.

- **Domains.**

It is your responsibility to notify Full Stack Team Six Company Limited Billing department via a support ticket created from your client area to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

- **Foreign Currencies.**

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are subject to this fluctuation and Full Stack Team Six Company Limited is not responsible for any change in exchange rates between the time of payment and the time of refund.

- **Termination**

Full Stack Team Six Company Limited 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; (ii) you violate this Agreement; (iii) your conduct may harm Full Stack Team Six Company Limited or others or cause Full Stack Team Six Company Limited or others to incur liability, as determined by Full Stack Team Six Company Limited in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, Full Stack Team Six Company Limited shall 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. Additionally, Full Stack Team Six Company Limited may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.