



FAITH • TECHNOLOGY • TRUST

South African Customer Services Agreement

Hosting • Domains • Cloud • Email • Managed Services

Provider	Hackabby (Pty) Ltd trading as HostAbby
Company registration	2026/591759/07
Registered address	10 Probert Street, Eldoraigne, Centurion, South Africa
Agreement framework	South Africa - CPA, ECTA and POPIA where applicable

Version 1.0 | Effective 7 September 2026

IMPORTANT: This agreement incorporates HostAbby's Terms & Conditions, Privacy Policy, Refund & Cancellation Policy and Acceptable Use Policy by reference.

Schedule A - Selected Package and Billing Term

Example package pricing supplied for this agreement. The customer must select one billing term and one billing currency on the order form or signature page.

Billing option	South Africa (ZAR)	United Kingdom (GBP)	International (USD)
Monthly	R89.00	£4.99	\$5.99
Annual - 10% discount	R961.20	£53.89	\$64.69
Biennial - 15% discount	R1,815.60	£101.80	\$122.20

- Monthly: billed in advance for each monthly service period. No fixed-term lock-in unless a separate signed order states otherwise.
- Annual: 12-month fixed term with the displayed 10% prepayment discount.
- Biennial: 24-month fixed term with the displayed 15% prepayment discount.
- Domain registrations, renewals, transfers, licences, third-party products and usage-based cloud charges are separate unless the order expressly includes them.
- Exchange-rate movements do not change a prepaid term already paid in the selected billing currency.

1. Parties and agreement

1.1 This Customer Services Agreement is between Hackabby (Pty) Ltd trading as HostAbby ("HostAbby", "we", "us") and the customer identified in the order, checkout record or signature page ("Customer", "you").

1.2 The agreement consists of this document, the selected order/package, HostAbby General Terms & Conditions, Privacy Policy, Refund & Cancellation Policy, Acceptable Use Policy, any Service Level Agreement (SLA), and any written service schedule expressly accepted by both parties.

1.3 If documents conflict, mandatory law prevails, followed by a specifically signed service schedule/SLA, this Customer Services Agreement, then the general policies.

2. Services and provisioning

2.1 HostAbby will provide the hosting, domain, email, cloud, managed service or related service shown in the accepted order, subject to technical availability and these terms.

2.2 The Customer must provide accurate account, billing, domain-holder and contact information and keep it current.

2.3 Hosting may be provisioned automatically after successful payment and fraud/security screening. Domain requests are submitted to an upstream registrar and become subject to the applicable registry/registrar rules.

3. Term, billing and renewal

3.1 Monthly plans renew monthly in advance until cancelled. A Customer may submit a cancellation request at any time. Unless immediate termination is requested, cancellation is normally scheduled for the end of the current paid billing period.

3.2 Annual plans run for 12 months and biennial plans for 24 months. The longer-term discount is granted because the Customer prepays and commits for that period, subject always to mandatory cancellation rights.

3.3 For a South African fixed-term agreement to which section 14 of the Consumer Protection Act 68 of 2008 (CPA) applies, the consumer may cancel at any time by giving 20 business days' written or other recorded notice. HostAbby may charge only amounts owing up to cancellation plus a reasonable cancellation penalty permitted by law. Section 14 does not apply to transactions between juristic persons.

3.4 Where CPA section 14 applies, HostAbby will give the required expiry notice before the end of the fixed term and, unless the consumer directs termination or agrees to a further fixed term, the agreement will continue month-to-month as required by law.

4. Cancellation, refunds and 15-day guarantee

4.1 HostAbby provides new customers with a voluntary 15-day money-back guarantee for eligible core hosting fees, beginning when the hosting agreement is concluded. This guarantee is additional to, and does not replace, non-waivable statutory rights.

4.2 The 15-day guarantee does not apply to completed domain registration/renewal/transfer fees, third-party licences, dedicated IP or certificate charges, completed custom work, consumed cloud resources, migration/setup work expressly quoted as non-refundable, or other irreversible third-party charges.

4.3 For month-to-month hosting cancelled after the 15-day guarantee, HostAbby may provide a reasonable pro-rata refund for unused prepaid core hosting where warranted, less service already supplied and legitimate non-refundable costs. No refund is promised where the current billing period was fully delivered, except where required by law or an SLA remedy applies.

4.4 Domain registrations are normally non-refundable once submitted or completed because HostAbby cannot reverse the upstream registry/registrar transaction. The registrant retains the right to transfer an eligible domain away, subject to registry/ICANN or ccTLD rules, transfer locks and amounts lawfully due.

4.5 If HostAbby materially fails to deliver a contracted service standard, including an expressly applicable uptime SLA, available remedies may include remediation, service credit, reasonable partial refund or another remedy required by law. A 99.9% uptime guarantee applies only to a package/SLA that expressly states it.

5. Data, cancellation grace and migration

5.1 On cancellation, live service access may end on the effective termination date. The Customer remains responsible for maintaining its own current backups and migrating data before termination.

5.2 Subject to technical availability, security and legal obligations, HostAbby will ordinarily retain a recoverable hosting/cPanel account copy for 14 days after termination at no additional charge to support a reasonable migration.

5.3 A Customer requiring more time should log a support ticket before deletion. HostAbby may extend retention up to 30 days in total without charge where technically feasible and confirmed in writing. Retention beyond that period, if available, may be quoted separately.

5.4 After the confirmed retention period, HostAbby may permanently delete the hosting account and backups from active retention systems. Legal, fraud, security or financial records may be retained for longer where law or legitimate business requirements permit.

6. Customer responsibilities and acceptable use

- Use the service lawfully and comply with the HostAbby Acceptable Use Policy.
- Protect passwords, MFA methods, API keys and administrator credentials.
- Maintain secure and supported website software, themes, plugins and applications.
- Maintain appropriate independent backups for business-critical content.
- Do not use the service for malware, phishing, fraud, spam, unauthorised security testing, unlawful exploitation, targeted hatred or promotion of violence.
- Respect third-party intellectual property, privacy and applicable domain/registry rules.

7. Privacy and data protection

7.1 HostAbby processes account and service information under its Privacy Policy. Depending on the service, HostAbby may act as a responsible party/controller for account data and as an operator/processor for personal information hosted by the Customer.

7.2 The Customer remains responsible for determining the lawful basis, notices, permissions and retention rules for personal information it uploads or processes through the service.

7.3 Cross-border transfers of South African personal information will be handled in accordance with section 72 of POPIA where applicable, including appropriate legal or contractual safeguards or another lawful transfer ground.

8. Support, availability and SLA

8.1 Support scope, response targets and service availability are those published for the selected package or set out in a signed SLA. Planned maintenance, Customer-caused incidents, third-party failures outside HostAbby's reasonable control and force majeure events may be excluded from uptime calculations where the SLA says so.

8.2 Nothing in this agreement excludes liability or remedies that cannot lawfully be excluded, including liability for gross negligence where applicable.

9. Payment and suspension

9.1 Fees are payable in advance unless a signed order says otherwise. HostAbby is not a credit provider merely because a Customer chooses a prepaid monthly, annual or biennial hosting term. Any separate credit arrangement will be dealt with independently and only where lawfully offered.

9.2 HostAbby may suspend services for overdue amounts, material abuse, security risk or legal necessity after reasonable notice where circumstances allow. Emergency security/abuse action may be immediate.

10. Electronic contracting and acceptance

10.1 The parties agree that this contract may be concluded electronically. A checkout acceptance, electronic signature, order confirmation, authenticated client-area action or other reliable electronic record identifying the Customer and indicating approval may evidence acceptance, subject to applicable law.

10.2 HostAbby may retain the accepted version of the terms, order number, account identity, date/time, IP or system audit information, payment reference and related records as evidence of the transaction.

10.3 For an electronic consumer transaction in South Africa, HostAbby will provide the disclosures and review/correction opportunity required by the Electronic Communications and Transactions Act 25 of 2002 (ECTA). Where ECTA section 44 applies, its statutory cooling-off right is preserved. If the Customer expressly requests that a service begin before the end of that period, the statutory exception for services begun with the consumer's consent may apply. HostAbby's voluntary 15-day guarantee remains subject to its stated exclusions.

11. Notices and cancellation requests

11.1 Billing and cancellation requests should be submitted through the HostAbby client area/support ticket system or by email to billing@hostabby.com. Security/technical matters should be sent to support@hostabby.com and legal notices to legal@hostabby.com.

11.2 A cancellation request should identify the account holder, affected service/domain, requested termination date and whether immediate termination or end-of-term cancellation is required.

12. Governing law and disputes

12.1 This agreement is governed by the laws of the Republic of South Africa. Nothing limits a consumer's right to approach the National Consumer Commission, a competent consumer forum, court or other body where legislation permits.

12.2 The parties should first attempt in good faith to resolve a billing or service dispute through HostAbby support/escalation before commencing formal proceedings, without delaying any statutory deadline.

Schedule B - Customer Details and Acceptance

Customer / legal name	
Identity / company / registration number	
Billing address	
Country	South Africa
Email	
Telephone	
Domain / service name	
HostAbby order number	
Package name	
Selected billing term	☐ Monthly ☐ Annual (10% off) ☐ Biennial (15% off)
Selected billing currency	☐ ZAR ☐ GBP ☐ USD
Service commencement date	

Online checkout / client-area acceptance wording

☐ I confirm that I am authorised to enter into this agreement. I have reviewed the selected package, billing term and price and agree to the HostAbby Customer Services Agreement, General Terms & Conditions, Privacy Policy, Refund & Cancellation Policy and Acceptable Use Policy. I understand the cancellation, domain and data-retention rules and consent to HostAbby keeping an electronic record of my acceptance.

☐ **START SERVICE IMMEDIATELY:** I expressly request and consent that HostAbby begin provisioning immediately, including before the end of any otherwise applicable cooling-off period, to the extent permitted by law. This request does not waive HostAbby's 15-day hosting guarantee or any statutory right that cannot lawfully be waived.

Manual / electronic signature

Customer authorised signatory	HostAbby authorised representative
Name: _____	Name: _____

Signature: _____	Signature: _____
Date: _____	Date: _____

Acceptance record: Where the agreement is accepted online, the electronic order/checkout record may substitute for handwritten signature. HostAbby should retain the accepted terms version and audit record with the customer account.