



FAITH • TECHNOLOGY • TRUST

General Terms & Conditions

Official HostAbby legal policy

Provider	Hackabby (Pty) Ltd trading as HostAbby
Company registration	2026/591759/07
Registered address	10 Probert Street, Eldoraigne, Centurion, South Africa
Agreement framework	Hackabby (Pty) Ltd trading as HostAbby South Africa

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.

Terms & Conditions

Hosting, domains, billing, service quality, cancellation and customer responsibilities.

Effective date: 7 September 2026

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Company Registration: 2026/591759/07

10 Probert Street, Eldoraigne, Centurion, South Africa

1. About these Terms

These Terms and Conditions govern hosting, domain registration, email, website, cloud, migration, support, managed infrastructure, cybersecurity and related services supplied by Hackabby (Pty) Ltd trading as HostAbby ("HostAbby", "we", "us" or "our").

By ordering, paying for, activating or using a Service, you agree to these Terms together with the applicable order, quotation, service schedule, Service Level Agreement (SLA), Privacy Policy, Acceptable Use Policy and Refund & Cancellation Policy.

If a signed contract or service schedule conflicts with these standard Terms, mandatory law applies first, followed by the signed contract or service schedule, then these Terms and incorporated policies.

2. Company and contact details

HostAbby is a South African trading name of Hackabby (Pty) Ltd, registration number 2026/591759/07, with business address at 10 Probert Street, Eldoraigne, Centurion, South Africa.

General support: support@hostabby.com. Billing and cancellations: billing@hostabby.com. Legal and privacy enquiries: legal@hostabby.com. Abuse reports: abuse@hostabby.com.

3. Services and third-party providers

We may use third-party data centres, infrastructure providers, software vendors, domain registrars, payment processors and network providers to deliver the Services. Their technical or registry rules may apply where they are necessarily part of the Service.

You remain responsible for your website content, applications, credentials, software licensing, lawful use and maintaining independent copies of critical data unless a signed managed-service agreement expressly transfers a specific responsibility to HostAbby.

4. Account security and customer responsibilities

You must provide accurate account information, protect passwords and multi-factor authentication methods, promptly notify us of suspected compromise, and keep billing and administrative contact details current.

You may not use the Services unlawfully or in breach of our Acceptable Use Policy. We may restrict or suspend a Service where reasonably necessary to protect systems, customers, third parties or the public, or to respond to non-payment, malware, abuse, fraud, legal process or a serious security incident.

5. Fees, billing and payment

Unless stated otherwise, hosting subscriptions are billed in advance for the selected billing period. Month-to-month hosting is not a credit agreement and does not create a loan or deferred-payment facility merely because a recurring subscription is used.

Domain registrations, renewals, transfers, certificates, licences, third-party software, custom development, migration work and other pass-through or once-off costs may be separately invoiced and may have different cancellation or refund treatment.

Prices may be changed for future billing periods on reasonable notice. A change does not retrospectively alter an amount already paid for a completed billing period.

6. Month-to-month services

Unless a signed contract states otherwise, standard hosting subscriptions are month-to-month and renew for successive billing periods until cancelled.

A month-to-month customer may request cancellation at any time through the client area or by written notice to billing@hostabby.com. To avoid a new renewal charge, submit the request before the next renewal is processed.

Where an early effective cancellation occurs during a prepaid monthly period and a refund is legally required or approved under our Refund & Cancellation Policy, the refundable hosting portion is calculated pro rata, less the value of Services already supplied and any lawful non-refundable third-party or once-off costs. No customer is locked into a new fixed term unless a fixed-term agreement has been expressly accepted.

7. Fixed-term and longer-term agreements - South Africa

For a South African natural-person consumer in a fixed-term agreement, section 14 of the Consumer Protection Act 68 of 2008 (CPA), where applicable, allows cancellation before expiry on 20 business days' written or other recorded notice, subject to amounts owing up to cancellation and a reasonable cancellation penalty permitted by law.

For those natural-person consumer agreements, the prescribed maximum fixed term is generally 24 months unless a longer period is expressly agreed and a demonstrable financial benefit is shown. Before expiry, HostAbby will provide any notice required by law. Unless the consumer expressly agrees to renew for another fixed term, the service will continue month-to-month where the CPA requires that result.

CPA section 14 does not apply to transactions between juristic persons. Fixed-term or annual agreements with companies, organisations and other juristic persons are therefore governed by the signed agreement and other applicable law. Unless a signed agreement says otherwise, HostAbby asks for 30 calendar days' written notice for contractual long-term business arrangements.

8. International customers

International customers receive any mandatory consumer rights that apply in their country of residence. Nothing in these Terms removes rights that cannot lawfully be waived.

Unless mandatory law or a signed agreement provides otherwise, month-to-month international hosting may be cancelled before the next renewal, and annual, multi-year or other longer-term contracted Services require 30 calendar days' written notice. Any refund is determined under the Refund & Cancellation Policy and applicable law.

9. Domains

Domain names are registered through third-party registrars and registries. Registration, renewal and transfer transactions are subject to the applicable registry and registrar rules, including ICANN rules for relevant generic top-level domains and the applicable .za registry/registrar framework for South African domains.

Once a domain registration or renewal has been successfully submitted or completed, the charge is normally non-refundable because the registry transaction cannot ordinarily be reversed. This does not remove any right you have where a registrar transaction itself was not performed as ordered or where mandatory law requires a remedy.

Cancelling hosting does not cancel ownership of a domain. Subject to registry rules, account standing and security checks, you may transfer an eligible domain away from HostAbby.

10. Service quality, uptime and SLA remedies

HostAbby will perform Services with the degree of care, quality and timeliness required by applicable law and any expressly stated SLA. For South African consumers, CPA section 54 gives a right to timely and quality service and, where that standard is not met, a right to require correction or a reasonable refund having regard to the extent of the failure.

An uptime percentage is a contractual SLA only where the relevant plan, quotation or SLA expressly says so. Where a plan expressly carries a 99.9% uptime commitment, exclusions such as scheduled maintenance, customer-caused incidents, third-party attacks, upstream failures beyond reasonable control and force-majeure events may be applied as stated in the SLA.

For a verified material failure to meet an expressly promised 99.9% uptime target during a new customer's first 30 days, HostAbby may provide a full refund of the affected core hosting fee where the SLA or law warrants that remedy. Domain fees and other completed third-party transactions remain excluded unless law requires otherwise. After the first 30 days, SLA credits, pro-rata refunds, remediation or other remedies may apply according to the SLA and applicable law.

11. Data, backups and post-cancellation retention

Customers must maintain independent backups of important data. HostAbby backups are a resilience feature and are not a substitute for the customer's own backup obligations unless a signed managed-backup agreement says otherwise.

When hosting is terminated, interactive access may be disabled on the effective cancellation date. As a standard transition grace period, HostAbby will ordinarily retain a recoverable cPanel/account copy for up to 14 days after termination, subject to technical availability, lawful retention obligations and absence of security or abuse concerns.

If additional migration time is needed, contact support before deletion. Where technically feasible, HostAbby may extend the grace period up to 30 days at no additional charge if requested and confirmed in writing. After the confirmed retention period, data may be permanently deleted and recovery cannot be guaranteed.

12. Privacy and data protection

HostAbby processes personal information in accordance with its Privacy Policy and applicable law, including POPIA for South African processing and, where applicable, UK GDPR, EU GDPR or other mandatory privacy law.

For customer-hosted personal data, the customer will generally determine the purpose and means of processing while HostAbby provides infrastructure or processing services on the customer's instructions, subject to the applicable contract and data-processing terms.

13. Intellectual property and customer content

You retain rights in content and data you own. You grant HostAbby the limited rights necessary to host, transmit, back up, secure, troubleshoot and otherwise process that content solely to provide the Services and comply with law.

You must have all rights and permissions needed for content you upload. HostAbby may act on valid intellectual-property, abuse or legal complaints in accordance with law and the Acceptable Use Policy.

14. Liability

Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability for fraud, wilful misconduct or gross negligence where applicable.

To the maximum extent permitted by law, neither party is liable for indirect or consequential loss that was not reasonably foreseeable, and HostAbby's aggregate liability relating to a Service will ordinarily be limited to the fees paid for that affected Service during the preceding 12 months, except where a different limitation is required by law or expressly stated in a signed agreement.

Any limitation or indemnity that the CPA requires to be specifically drawn to a consumer's attention must be presented or accepted in the manner required by law before the relevant transaction is concluded.

15. Termination by HostAbby

We may terminate or suspend immediately where necessary to address unlawful conduct, fraud, serious security threats, prohibited content, repeated abuse, sanctions restrictions or a legal requirement. For remediable contractual breaches or non-payment, we will ordinarily provide reasonable notice and an opportunity to remedy where circumstances allow.

Termination does not erase amounts properly due for Services already supplied or completed third-party transactions.

16. Complaints and disputes

Please first contact support@hostabby.com or legal@hostabby.com so we can investigate and attempt to resolve a complaint. South African consumers may also use rights and complaint mechanisms available under the CPA and other applicable law.

These Terms are governed by South African law for Services contracted with Hackabby (Pty) Ltd, subject to mandatory consumer protections or jurisdictional rights that apply to an international consumer.

17. Changes and severability

We may update these Terms for legal, security, operational or service reasons. Material changes affecting an active recurring Service will be communicated with reasonable notice where required. If any provision is invalid or unenforceable, the remaining provisions continue to apply.

Contact: support@hostabby.com | billing@hostabby.com | legal@hostabby.com | abuse@hostabby.com