

TEMPLEDATA GHANA

Your Partner in Advanced IT solutions

PRIVACY & COOKIES POLICY AND TERMS & CONDITIONS OF SERVICE



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... Your Total IT Solution Partner



1. Introduction & General Terms

TempleData Ghana ('TempleData Cloud') is committed to protecting your personal information when you are using TempleDataCloud's services. We want our services to be safe and enjoyable environments for your audience and our clients. This Privacy Policy relates to our use of any personal information you provide to us via phone or text, by email, in letters or other correspondence, or provided to us online.

In order to provide you with the full range of TempleDataCloud services, we sometimes need to collect information about you.

This Privacy Policy explains the following:

- what information the TempleDataCloud may collect about you;
- how the TempleDataCloud will use information we collect about you;
- when the TempleDataCloud may use your details to contact you;
- whether the TempleDataCloud will disclose your details to anyone else;
- your choices regarding the personal information you provide to us;
- the use of cookies on TempleDataCloud websites and how you can reject these cookies.

TempleDataCloud is committed to safeguarding your personal information. Whenever you provide such information, we are legally obliged to use your information in line with all laws concerning the protection of personal information, including the Data Protection Act 1998 (these laws are referred to collectively in this Privacy Policy as the "data protection laws").

Where TempleDataCloud websites contain hyperlinks to websites owned and operated by third parties, these third party websites have their own privacy policies, and are also likely to use cookies, and we therefore urge you to review them. They will govern the use of personal information you submit, which may also be collected by cookies whilst visiting these websites. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

2. Who we are

TempleData Ghana is a privately owned company registered in Ghana.

When we refer to “we” or “our” or “TempleData Ghana” we are referring only to TempleData Ghana.

3. What information will TempleDataCloud collect about me?

When you participate in, access or sign up to any of the TempleDataCloud’s services, activities or online content, such as newsletters, message boards, telephone or text us, or create an account using the TempleDataCloud’s online registration system we may receive personal information about you. This can consist of information such as your name, email address, postal address, telephone or mobile number or date of birth, depending on the activity.

By submitting your details, you enable TempleDataCloud (and where applicable its contractors) to provide you with the services, activities or online content you select.

Please note that sometimes we will require you to provide additional personal information, and sometimes sensitive personal information. When we do this we will provide further information as to why we are collecting your information and how we will use it.

The TempleDataCloud also uses cookies (see section 12 below for details) and collects IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet) from visitors to TempleDataCloud websites.

4. How will the TempleDataCloud use the information it collects about me?

TempleDataCloud will use your personal information for a number of purposes including the following:

- to provide our services, activities or online content and to deal with your requests and enquiries;
- for "service administration purposes", which means that the TempleDataCloud may contact you for reasons related to the service, activity or online content you have signed up for, as set out in section 5 below ;
- to contact you about a submission you have made, including any content you provide;
- to provide you with information about our services, activities or online content;
- to personalize the way TempleDataCloud content is presented to you;
- to use IP addresses to identify the location of users, to block disruptive use, to establish the number of visits from different countries and to determine whether you are accessing the services from the Ghana or not;

- Analyze and improve the services offered on TempleDataCloud websites;
- To provide you with the most user-friendly navigation experience. TempleDataCloud may also use and disclose information in aggregate (so that no individuals are identified) for marketing and strategic development purposes.

Where TempleDataCloud proposes to use your personal information for any other uses we will ensure that we notify you first. You will also be given the opportunity to withhold or withdraw your consent for the use of your personal information for purposes other than those listed above.

5. When will TempleDataCloud contact me?

TempleDataCloud may contact you:

- in relation to any service, activity or online content you have signed up for in order to ensure that TempleDataCloud can deliver the services to you;
- in relation to any correspondence we receive from you or any comment or complaint you make about TempleDataCloud products or services;
- in relation to any correspondence we receive from third parties, including Governmental agencies, in relation to any comment or complaint about your use of TempleDataCloud products or services;
- in relation to any contribution you have submitted to TempleDataCloud, e.g. on any TempleDataCloud message boards or via text or voicemail message;
- to invite you to participate in surveys about TempleDataCloud services (participation is always voluntary); and
- for marketing purposes to advise you of new services, activities or online content available within the TempleDataCloud website

6. Will the TempleDataCloud share my personal information with anyone else?

We will keep your information confidential except where disclosure is required or permitted by law (for example to government bodies and law enforcement agencies) or as described in section 9 below. Generally, we will only use your information within TempleDataCloud. However, sometimes TempleDataCloud may use third parties to process your information on our behalf.

TempleDataCloud requires these third parties to comply strictly with its instructions and TempleDataCloud requires that they do not use your personal information for their own business purposes, unless you have explicitly consented to the use of your personal information in this way.

7. Offensive or inappropriate content on TempleDataCloud websites

If you post or send offensive, inappropriate or objectionable content anywhere on or to TempleDataCloud websites or otherwise engage in any disruptive behavior on any TempleDataCloud service (in contravention of Clause 3 of our Terms and Conditions of Use), TempleDataCloud may use your personal information to stop such behavior.

Where TempleDataCloud reasonably believes that you are or may be in breach of any applicable laws (e.g. because content you have posted may be defamatory), TempleDataCloud may use your personal information to inform relevant third parties such as your employer, internet provider or law enforcement agencies about the content and your behavior.

8. What if I am a user aged 16 or under?

If you are aged 16 or under, please get your parent/guardian's permission before you provide any personal information to TempleDataCloud. Users without this consent are not allowed to provide us with personal information.

9. How long will the TempleDataCloud keep my personal information?

We will hold your personal information on our systems for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract you hold with TempleDataCloud or TempleDataCloud's corporate retention policy. If you cancel your registration as a TempleDataCloud website member and your account is deleted, a red flag goes on the database and, while TempleDataCloud cannot use the personal information, it stays on the system for a period of one year for administration purposes before being deleted automatically.

Where you contribute material to TempleDataCloud we will generally only keep your content for as long as is reasonably required for the purpose(s) for which it was submitted.

10. Can I find out what personal information TempleDataCloud holds about me?

Under the Data Protection Act you have the right to request a copy of the personal information TempleDataCloud holds about you and to have any inaccuracies corrected. (We charge \$15 for information requests and require you to prove your identity with 2 pieces of approved identification). We will use reasonable efforts to supply, correct or delete personal information about you on our files.

Please address requests and questions about this or any other question about this Privacy Policy to the support@templodataghana.com, or TempleData Ghana, No.3 Senchi Loop, Airport Residential Area, Accra, Ghana, (Email: info@templodataghana.com)

11. What if I am accessing TempleDataCloud websites outside the Ghana?

The <https://tdcloud.dyndns.org> website is published in the Ghana by TempleData Ghana. All personal information submitted by users outside the Ghana to this website will be processed in accordance with this Privacy Policy. TempleDataCloud is subject only to Ghana data protection laws and does not undertake to comply with any other laws, policies or regulations of any other country or region.

12. Cookies Policy - Information TempleDataCloud collects from you

The <https://tdcloud.dyndns.org> website is published in Ghana by TempleData Ghana. All personal information submitted by users outside Ghana to this website will be processed in accordance with this Privacy Policy. TempleDataCloud is subject only to Ghana data protection laws and does not undertake to comply with any other laws, policies or regulations of any other country or region.

a. What is a cookie?

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer, tablet or mobile phone (referred to here as a "device") browser from a website's computer and is stored on your device's hard drive. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other websites. Many websites do this whenever a user visits their website in order to track online traffic flows.

On TempleDataCloud websites, cookies record information about your online preferences and allow us to tailor our websites to your interests.

During the course of any visit to a TempleDataCloud website, the pages you see, along with a cookie, are downloaded to your device. Many websites do this, because cookies enable website publishers to do useful things like find out whether the device (and probably its user) has visited the website before. This is done on a repeat visit by checking to see, and finding, the cookie left there on the last visit.

b. How does TempleDataCloud use cookies?

Information supplied by cookies can help us to analyse the profile of our visitors and help us to provide you with a better user experience. For example, if on a previous visit you went to a particular industry sector page, we might find this out from your cookie and highlight that sector information on your second and subsequent visits. TempleDataCloud uses this type of information to help improve the services it provides to its users. Certain areas of TempleDataCloud websites may use cookies for a specific reason.

c. Third Party Cookies in embedded content on TempleDataCloud pages

Please note that during your visits to TempleDataCloud websites you may notice some cookies that are not related to TempleDataCloud contractors. When you visit a page with content embedded from third parties, you may be presented with cookies from these websites. TempleDataCloud does not control the dissemination of these cookies. You should check the third party websites for more information about these.

d. TempleDataCloud cookies and how to reject cookies?

Full information about how TempleDataCloud uses cookies can be found in the cookies section of the TempleDataCloud Privacy & Cookies website.

13. Changes to TempleDataCloud's Privacy Policy

This Privacy Policy may be updated from time to time so you may wish to check it each time you submit personal information to TempleDataCloud. The date of the most recent revisions will appear on this page. If you do not agree to these changes, please do not continue to TempleDataCloud's websites to submit personal information to TempleDataCloud. If material changes are made to the Privacy Policy we will notify you by placing a prominent notice on the website.

1. Agreement

1. By subscribing to any of the Services and opening an account (“the Account”) with US, YOU agree to be bound by these terms and conditions. These terms and conditions apply to all TempleData Accounts. They set out the basis on which we offer OUR Services and should be read carefully

2. Terms of Service (TOS)

1. In this Agreement, the following meanings shall have effect: “Content” without limiting the generality of the normal use of the word, means any image or picture, any video or film, still or otherwise, hidden or obvious, any written document in any language, and any software hosting such items “Parties” means US and YOU “WE”/”US”/”OUR” means TempleData Ghana.

2. “YOU”/”YOUR” means the person or entity entering into the contract for Service(s) by virtue of ordering and paying for the Service(s) “Services(s)” means each individual Service ordered from US including each TempleData Ghana, IP transit and Storage “SLA” means the Service Level Agreement specifying the standard service level that WE aim to deliver to YOU in respect of each Service as specified further in Clause 5 below
3. YOU are required to provide valid contact details, including a telephone number and email address and must inform US of any changes within 7 working days of such change.
4. Payment terms for all invoices and services are strictly 7 (SEVEN) days from date of invoice. Payments are made one month in advance for all services. All prices are, where applicable, subject to VAT and CST at the prevailing rate.
5. WE automatically charge a \$15 + VAT + CST late payment fee should YOUR payment reach US after the 7 day payment period from date of invoice. This will be invoiced separately to YOUR account and non-payment of this charge may lead to service suspension.
6. Any credit, debit or other charge cards used to pay for the Services by YOU must be valid at the time of payment and carry sufficient credit to cover the cost of the Services requested by YOU. YOUR account will be immediately suspended without warning if the card used by YOU is declined by its issuer or if it is invalid, stolen or forged.
7. After 7 days, YOUR account will be placed on hold and YOU will be denied access to the customer Portal. YOU will receive one reminder by e-mail prior to suspension of any Service you may receive from US. Please note that, if YOU have more than one Service with US, failure to pay any invoice in respect of any service will result in the suspension of all services and not just the one in default until payment is received.
8. Failure to pay after a further 7 days will lead to immediate termination of all Services and possible loss of data if the server is owned by US. YOU will receive one reminder by e-mail prior to disconnection and cancellation.
9. If YOU are persistently late in settling YOUR account (defined as being placed on hold more than 3 times during a rolling 12 month period), we reserve the right in the event of subsequent late payments to put YOU on hold 24 hours after the first reminder of YOUR account being overdue is sent
10. OUR support department operates 9-5:30pm, Monday-Friday excluding GHANA public holidays. Calls for reconnection, billing and accounts enquiries can only be dealt with by the billing department during these hours. Receipt of payment cannot be confirmed outside of these hours and confirmation of receipt of payment within these hours is explicitly subject to the availability of online banking facilities from OUR bankers.
11. WE do not offer refunds for servers and Services purchased in advance.
12. YOU must inform the Billing department at least 2 working days before YOUR billing date if YOU intend to cancel.
13. Cancellation requests should be sent to support@templdataghana.com and a Support Ticket should also be raised.
14. Failure to cancel in accordance with Clause 2.12 will result in YOUR account being charged for one extra month.
15. OUR Services are unmanaged. It is YOUR sole responsibility to understand, apply and upload any software that YOU may need to operate YOUR planned use of the Service.
16. Please note that OUR online chat facility is for sales and general enquiries ONLY. The online chat facility will not answer technical questions. YOU are expected to go through OUR Flash Tutorials as well as OUR knowledgebase to understand all features of OUR Services.

- 17.** OUR support team will assist YOU with any of the functions which will not work or if there is any server side problems that needs to be rectified by US. YOU may consider help from OUR forum to get detailed information from other forum members; however basic tasks that can be managed from the control panel are expected to be resolved by YOU only.
- 18.** Please be aware that WE do offer a chargeable technical support capability which is billed at a cost of \$50 (plus VAT and CST as applicable) per half hour, or part thereof, if YOU need assistance with technical issues relating to the Service. Please contact: support@templodataghana.com.if you need support. An initial fee of \$50 (plus VAT and CST as applicable) will be payable by a valid credit or debit card before any support request will be commenced by US.
- 19.** Please note that if, in contravention of Clause 2.16, YOU seek to repeatedly use the online chat facility to seek answers to technical queries WE reserve the right at OUR sole discretion to suspend or terminate YOUR Service(s) with US without any liability to YOU and without any liability for any compensation whatsoever, including for any refunds of any remaining portion of prepaid Services.
- 20.** OUR employees have every right and expectation to work in an atmosphere free of abuse, intimidation and harassment from OUR clients. Therefore, abuse towards the OUR staff in the form of verbal or written abuse (including abuse via email or the ticket system) or anything else that WE deem to be offensive may result in cancellation of YOUR account with immediate effect and without compensation or refund for lost periods of service.
- 21.** WE may, without notice and without obligation to pay compensation apply service credits or refund any monies, suspend, restrict or terminate your access if such access shall prejudice the efficiency or integrity of the Service.
- 22.** PLEASE NOTE that OUR Service operates on a 100Mb port. We provide unlimited connectivity for OUR TempleData Ghana Services. Unlimited connectivity means that WE do not accurately record and then enforce the bandwidth usage of YOUR site unless it is deemed to be using an excessive amount. An excessive amount is classed as using more than 15% of the total bandwidth to said Shared node for an individual account. When such events occur, WE reserve the right to immediately suspend service if the level of use is at risk of causing a disruption to other users. In other cases, WE will attempt to communicate with you to discuss said usage. WE reserve the right to charge additional fees if the normal usage of YOUR site frequently exceeds
- 23.** this usage. If said charges are not acceptable to YOU, WE will attempt to provide a reasonable time frame for YOU to move services.
- 24.** As further described in Clause 3.3(i) below, YOU agree and understand that spamming, sending unsolicited emails from OUR servers or using OUR Services is STRICTLY prohibited and will result in the immediate termination of all Services with no refund. WE shall be the sole arbiter as to what constitutes a violation of this Clause.
- 25.** Further to Clause 2.19, YOU agree and understand that WE have set a limit of 1,000 outgoing emails per hour on OUR Services to avoid any sort of email spamming from OUR servers. YOU acknowledge and agree that YOU cannot send more than this specified number of emails in an hour regardless of the size of YOUR mailing list(s).
- 26.** License costs of all third party applications and software offered with OUR plans are subject to change without written intimation.
- 27.** WE reserve the right to pass on any additional charges/price increases as a result in price changes from third party software and license vendors irrespective of the hosting cycle.

28. If YOU need to contact US then YOU must raise a ticket in the ticketing system on the TempleData portal.
29. If YOU need to report abuse on the TempleData site then please email: support@templadataghana.com providing as much detail as possible so WE can act quickly and efficiently to investigate and close down if appropriate any content which breaches OUR Terms and Conditions of Use.

3. Use of Services – YOUR obligations

1. If YOUR server is attacked (DoS) then WE reserve the right to remove YOUR server from OUR network without notice and without obligation to pay compensation apply service credits or refund any monies in respect of Service downtime.
2. WE shall report, if appropriate, misuse or abuse of the Site by YOU to any regulatory authority or, in the case of criminal matters, to the police.
3. YOU agree not to use the service to do any of the following and it is expressly agreed between US and YOU that if there is any breach of this Clause 3.3 WE may, without notice and without obligation to pay compensation apply service credits or refund any monies, suspend restrict or terminate YOUR service if YOU:
 1. Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene (illegal pornography), libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 2. Harm minors in any way;
 3. Impersonate any person or entity or falsely state or otherwise misrepresent YOUR affiliation with a person or entity;
 4. Forge headers or spoof or monitor/sniff IP packets;
 5. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or Third Party Content transmitted via the Service;
 6. Upload, post or otherwise transmit any Third Party Content that you do not have a right to transmit under Law or under contractual or fiduciary relationships;
 7. Upload, post or otherwise transmit any Third Party Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 8. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Site that are designated for such purpose;
 9. Upload, post or otherwise transmit any Third Party Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 10. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
 11. Use the Service to host Ware, Proxy or Bit Torrent activity or content; or,
 12. Do anything that in OUR reasonable opinion is likely to bring the service into disrepute.

4. YOU shall:

1. Co-operate with US in all matters relating to the Services;
2. Obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Services, insofar as such licenses, consents and legislation relate to YOUR business and staff in all cases before the date on which the Services are to commence;

3. Maintain at YOUR own cost with a reputable insurance company insurance cover against all risks which would normally be insured against by a prudent businessman (including without limitation, insurance in relation to any loss or damage caused to OUR property or OUR employees by the negligence or default of the YOU or YOUR employees or agents, and any consequential loss or business interruption) and shall upon reasonable request provide US with evidence that such insurance is being maintained;
4. Comply at all times with Ghana legislation and health and safety regulations, and in particular (but without prejudice to the generality of the foregoing) with any such legislation regulating the use of the internet and the Data Protection Act 843;
5. Respond to any abuse complaints within 12 hours;
6. Not do anything that may, and not publish or cause anything to be published, whether in hard copy or by any electronic medium, that might constitute a passing off of YOU for US;
7. Not publish or cause anything to be published, whether in hard copy or by any electronic medium, that might imply an agency, partnership, representative or joint venture arrangement between YOU and US;
8. Not publish or cause anything to be published, whether in hard copy or by any electronic medium, which contains adverse or derogatory comments about US or any of OUR affiliates;
9. Provide US with contact details of YOUR Accounts, or Accounts payable, department
10. If a natural person, YOU must be at least 18 years of age at the date of ordering the Service. Any Minor must have a parent or guardian sign the contract and such parent or guardian, by signing, accepts full financial and legal responsibility for their entire obligations under this contract and agrees to meet all payments due under the contract. A parent or guardian who signs the contract on behalf of a Minor continues to be responsible for, and continues to agree to meet the obligations under, this contract, even when the Minor has attained 18 years of age, unless WE have explicitly agreed in writing to transfer the contract into the name of the Minor

5. Data Storage (SAN) additional terms:

1. WE will endeavor to provide a full and fault free service at all times
2. It is YOUR own responsibility to encrypt YOUR data before transmission onto OUR network. WE do not encrypt any data that YOU may send to or store on OUR storage systems
3. In the unlikely event of data loss WE will not be held responsible for any losses you may incur. WE recommend that YOU make YOUR own daily data backups at all times to minimize any impact should a data loss occur.
4. If YOU have 2-way replication, YOU will receive a Service Level Agreement (SLA) for any outage periods, should they occur, as detailed below. If YOU have 1-way replication, YOU will be notified at least 7 days in advance of any maintenance works that may require YOUR service to be temporarily interrupted.
6. YOU agree to fully and effectively indemnify US against all losses, costs, actions, proceedings, claims, damages, expenses, (including legal expenses) or liabilities, howsoever suffered or incurred directly by US as a consequence of YOUR breach or non-observance of this Clause 3.

7. YOU shall defend and pay all costs, damages, awards, fees (including legal expenses) and judgments awarded against US arising from breach or breaches of this Clause 3. WE may, in OUR absolute discretion, defend such claims and may compromise such claims with the consent of YOU, such consent not to be unreasonably withheld. YOU shall provide US with the assistance necessary to defend such claims, at YOUR sole expense.
8. If YOU operate any site using what WE reasonably deem to be excessive CPU cycles or any resources that cause strain to other sites, WE reserve the right to impose new terms on YOU in exchange for the current terms that you enjoy (i.e. an upgrade). YOU are allowed to use up to 25% of total resources available on a shared server and if YOUR Account continues to use more than 25% of the resources, it will result in suspension.

6. Data Protection

We recognize OUR obligations under both Data Protection legislation and under contract to maintain the confidentiality of YOUR data so far as it is known to US. However, there are circumstances in which such data may need to be disclosed to third parties as follows:

YOU acknowledge and agree that details of the YOUR name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of US in connection with the Services.

YOU acknowledge and agree that details of the Client's name, address and assigned IP Addresses may be released to law enforcement agencies upon production of valid notices and/or to third parties upon service of a valid disclosure notice issued by a court of competent jurisdiction.

YOU acknowledge and agree that details of YOUR name, address, telephone and fax numbers together with email address (es) and assigned IP Addresses may be released to the NCA to ensure that both WE and YOU fulfill their obligations under prevailing NCA policies and that such data may be published in whole or in part in the NCA database.

YOU are responsible for the security and confidentiality of your username and password.

YOUR use of the Service signifies YOUR consent to US collecting and using personal information about YOU in accordance with these terms and conditions.

WE use the personal information collected about YOU to let YOU know about new goods, services or offers.

1. If YOU have any data protection concerns, please email US at support@tempdataghana.com

7. Limitation of Liability

This Clause 5 sets out OUR entire financial liability (including any liability for the acts or omissions of OUR employees, agents, consultants, and subcontractors) to YOU in respect of:
any breach of the Contract;

any use made by YOU of the Services, or any part of them; and,

any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

1. Nothing in these Clauses limits or excludes OUR liability:
 - i) for death or personal injury resulting from negligence; or
 - ii) for any damage or liability incurred by YOU as a result of fraud or fraudulent misrepresentation by US.
2. Subject to Clause 5.2 and Clause 5.3:
 - i) WE shall not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of or corruption of data or information; or delay or inability to use the Service or a Linked Service; or reliance upon Third Party Content; or loss of confidentiality; or termination of YOUR access; or virus transmitted; or failure of communication media; or unauthorized access to YOUR server/computer; or theft; or loss of, or damage to, any data or other information or property; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - ii) OUR total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Service Level Agreement Credits as specified in Clause 6 below and YOU expressly confirm that YOU agree that there are no other rights or remedies available at Law.
3. From time to time WE or OUR sub-contractors need to carry out maintenance on the network, which may involve temporarily shutting parts of it down. WE will give as much notice as possible and shall try to keep this work to the period specified in the notice. However, WE accept no liability whatsoever arising from such a suspension of the service and such suspension is, for the avoidance of doubt, specifically covered by the limitations set out in this Clause 5.
4. YOU acknowledge and agree that the allocation of risk in this Clause 5 is fair and reasonable having regard to all the circumstances and in particular to:
 - i) the price to be paid by YOU for the Services;
 - ii) WE have no control over how and for what purpose the Services are used by YOU; and
 - iii) YOU are able to rely upon YOUR own insurances to bear or recover any losses that YOU may incur.

8. Service Level Agreement ('SLA')

1. The Service benefits from the following SLA guidelines. Data Transmission SLA details including latency:
90% SLA Uptime
0.01% packet loss
2. Should OUR network performance (packet loss and/or latency) fall below the specifications set out in Clause 6.1, credit up to 5% of the monthly total will be awarded.
3. SAN Storage Service Level Agreement is 100% but applies only to YOU if YOU opt for 2-way replications receive a 100% SLA. If the service fails at any time we will refund you 100% of that month's fee in respect of the iSCSI Service only. Customers with standard 1-way replication do not receive a service level agreement.
4. SLA uptime is monitored on rolling monthly periods.

9. Force Majeure

1. An event of force majeure' means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out or trade dispute or labor disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services.
2. The party suffering the event of force majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure.
3. If the event of force majeure in question prevails for a continuous period in excess of 1 month after the date on which it began, the other party may give notice to the party suffering the event of force majeure terminating this agreement. The notice to terminate must specify the termination date, which must be not less than 7 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

10. Variation

1. WE may, from time to time change any part of this Agreement upon 30 days' notice and will post such changes to OUR website (www.templedataghana.com).

11. Waiver

1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12. Severance

1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. Entire Agreement

1. The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter
2. Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
3. Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other Document issued by US or contained on any part of the OUR website shall be subject to correction without any liability on the part of US. For the avoidance of doubt, OUR brochure and other sales literature or marketing materials either appearing on OUR website or in printed form are not incorporated into and do not form part of the Contract.
4. Nothing expanding in this Clause shall limit or exclude any liability for fraud.

14. Assignment

1. YOU Client may not assign, in whole or in part, YOUR rights under the Contract.
2. WE are entitled, upon giving 14 days written notice, to assign the whole or part of its rights under the Contract to another member of any company.
3. Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

15. No Partnership or Agency

1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.
No party shall have authority to act as agent for, or to bind, the other party in any way

16. Notices

1. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Order Form, or as otherwise specified by the relevant party by notice in writing to the other party.
2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Order Form or, if sent by pre-paid first-class post or recorded delivery, at 9:00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
3. This Clause 15 shall not apply to the service of any proceedings or other documents in any legal action.
4. A notice or other communication required to be given under or in connection with the Contract shall be validly served if sent by e mail. If sent by email, it shall be deemed to be duly received at the time sent.

17. Limitation Period, Governing Law and Jurisdiction

1. Notwithstanding any other provision of the Contract, no proceedings shall be commenced against US under the Contract more than 6 months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by US).

2. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Ghana
3. The Parties irrevocably agree that the courts of Ghana shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

If you any questions or comments about the Privacy Policy and Terms and Conditions of Service please contact:

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