cobalt

CONNECT Services Agreement
Terms & conditions

These Terms and Conditions and references to "Terms and Conditions" may be revised, amended or updated at anytime.

Version: 1.0
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1. General

These Terms and Conditions ("Agreement") governs the use of the Connect services ("Service") that are made available by Cobalt ltd. ("Cobalt", "we" or "us"). These Terms and Conditions represent the whole agreement and understanding between Cobalt and the individual or entity who subscribes to our Cobalt Connect-Services ("Subscriber" or "you" or "Customer" or "Client").

By your use of the Service, you agree to comply with all of the terms and conditions set out in this Agreement. Cobalt may terminate your account at any time, with or without notice, for conduct that is in breach of this Agreement, for conduct that Cobalt believes is harmful to its business, or for conduct where the use of the Service is harmful to any other party.

Cobalt may, in its sole discretion, change or modify this Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Subscribers upon posting of the modified Agreement to this web address (URL): www.thecobaltpartners.com

You are responsible to read this document from time to time to ensure that your use of the Service remains in compliance with this Agreement.

2. Hosting Services

Cobalt shall render memory and computing capacity available, on a server operated by Cobalt, for the storage of websites and for the operation of applications that can be utilised via the internet.

Cobalt shall create, grant and maintain the connection between the server and the internet so that the data stored on the server can be transmitted to the calling computer without disruption and whenever required by external computers in the internet (clients) by means of the common internet protocols.

Cobalt shall endeavour to render the data, stored by the contract partner in accordance with the Terms and Conditions of the agreement, available to the global public via the internet 24 hours a day, seven days a week.
Cobalt does not accept liability for successful access to the respective website, insofar as networks are used that are not exclusively operated by Cobalt or its direct contractors including their interfaces to third-party networks.

Cobalt shall schedule maintenance times for the optimisation and improvement of performance of the systems providing the services, which are, on principle, outside the usual business hours, generally on the weekend and are only utilised as required.
During these maintenance times Cobalt may shut down its technical facilities as necessary and to a scope that is restricted to a minimum. The customer shall be informed of the execution of maintenance outside the above-mentioned maintenance times by email in a timely manner.

Cobalt shall endeavour to render the systems available via internet for at least 98.5% of the annual operating time (availability).

Cobalt shall execute an automatic backup of the stored data on a daily basis.

Cobalt is entitled to disrupt the connection between the stored data and the internet on a temporary basis (barring of the system) if sufficient indications in respect of illegal contents of the stored data exist, in particular as the result of a warning by a supposed infringed party, unless this is obviously unfounded, or as the result of investigations by authorities. The bar shall be restricted to the supposed infringing contents, if possible. The customer shall be informed of the bar and should be given the reason. The customer shall also be requested to remove the supposed illegal contents or to present their legality and prove it, if necessary. The bar shall be removed as soon as the suspicion has been invalidated.

If the customer operates programs on the rented storage space, which could negatively impact or, due to known security flaws, threaten the operating characteristics of the systems of Cobalt or its agents, Cobalt is entitled to immediately bar the offer of the custom.

3. Email Services

Cobalt's email service provides customers with the capability to send and receive email via the Internet. Cobalt retains the right, at our sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our email services to other Subscribers and to protect our computer systems.

As an owner and operator of the equipment and other resources utilized to provide services, Cobalt has the legal right to block electronic communications from other entities on the Internet.

The terms & conditions of a 3rd party apply, in case the email service is provided by a 3rd party like Rackspace, Google. For details refer to : https://www.rackspace.com/information/legal/mailterms and https://policies.google.com

https://www.rackspace.com/en-gb/information/legal/securitypractices

4. Domain Name Registration

Cobalt offers domain name registration and renewal service.

You acknowledge and agree that you may not transfer the domain name registration to another domain name registrar during the first year of the initial registration, or within one year of any successful transfer or renewal of the registration. Cobalt is authorized to deny any such transfer requests.

You acknowledge and agree that Cobalt may, but is not obligated to, place your domain name in a Domain Lock status to prevent unauthorized transfers of your domain name.

Domain names will be renewed by Cobalt within 05 business days, upon received annual fees paid by the client. In case of late payment, the client will be solely responsible for all renewal costs and for any other costs in doing so.

Promotional offers, including special introductory rates, promotional rates, or any non-regular pricing, are only available to new customers and are only valid for the initial term. All domain names registrations will renew at the regular renewal rate.

Subscribers who have purchased their domain name registration at a promotional price are subject to a Domain Transfer Fee when they transfer their registration to another domain name registrar during the purchased registration term.

Subscribers who wish to transfer their domain name registration to another domain name registrar while the registration is expired are also subject to a Domain Transfer Fee.

5. Website Services

Cobalt does not claim ownership and is not responsible for any of the information, code, data, text, software, music, sounds, photographs, pictures, graphics, videos, messages, files or other materials ("User Content") submitted using Cobalt's websites. Subscriber is entirely responsible for all User Content uploaded, posted, emailed or otherwise transmitted onto the website.

You further acknowledge and agree that all User Content is non-transferable and non-transportable. Cobalt will not assist any Subscribers with any reproduction, recovery, or distribution of any User Content. Upon service cancellation or termination for any reason, access to the subscriber's website, including all User Content, third party content, and user information uploaded, posted, emailed, or otherwise transmitted via the Website Builder, will be removed by Cobalt.

Cobalt makes no representations or warranties, either expressed or implied, with respect to the images offered on the subscribers website.

In the event of a dispute regarding any Image obtained via Cobalt, you hereby release Cobalt, its officers, directors, owners, agents, and employees from claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any connection with such disputes. Cobalt is not a party to, and shall not be involved in or responsible for, transactions, agreements, and/or disputes between you and any third party.

You may only use the Images on your website, while the website maintains an active service subscription with Cobalt.

6. Customer Obligations

The customer, subscriber is responsible for maintaining its data on the server. The customer is given a password and the internet address to alter and update the data.

The customer is obliged not to disclose the login information to unauthorised third parties. Customers shall inform Cobalt immediately if they obtain knowledge that unauthorised third parties are aware of the password. Unauthorised third parties are not such persons who utilise storage, which forms the subject matter of the agreement, with the knowledge and agreement of the customer.

Customers shall provide assurance that they do not enter any contents, which infringe legal regulations, third party personal rights and trademark rights or morality. Customers must in particular heed the data protection provisions to the benefit of the users.

In the event of an infringement of the above condition, customers are obliged to refrain from all further infringements, to compensate Cobalt for the resultant or resulting loss and to indemnify and exempt Cobalt from third party claims for damages and the reimbursement of expenses caused by the infringement. The exemption obligation also extends to the obligation to fully exempt Cobalt from all legal defence costs (costs for courts, lawyers, etc.).

This does not affect Cobalt's right to take further measures, in particular to bar the contents and to issue an extraordinary notice termination.

7. Technical Support and Additional Services

Cobalt offers technical support on all Connect services on best effort basis.

Technical support hours are from Monday - Friday between 9:00AM - 5:00PM

At your request, we may carry out Additional Services for you, for example:
Technical support for application specific issues, such as PHP, html or script installation. Providing FTP access, additional security monitoring.

Client will receive an invoice for all additional services requested at our then current professional rates. The additional services will be scheduled upon received payment from the client.

8. Confidentiality

"Confidential Information" shall mean any information which is marked as confidential or which the other party should know is not publicly accessible, including, but not limited to, any trade secrets and know-how, designs, computer software code, routines, algorithms, methods, project information, (personal) records, specifications, procedures owned, inventions, discoveries, product information, research and development information, lists of clients and other information relating thereto, financial data and information, business plans and processes licensed or used by either party in connection with the operation of its business.

Confidential Information shall not include information already in the public domain through no action of the receiving party, any information known by a party before disclosure by the other party, nor any information received from a third party who is free of any confidentiality obligations.

During the term of this Agreement and at all times thereafter, each Party shall, in respect of the other party's Confidential Information:
- Use all reasonable efforts to keep the other party's Confidential Information confidential;
- Not disclose to others, use for its own benefit or for the benefit of anyone other than the other Party, or otherwise appropriate or copy, any Confidential Information, except as required in the lawful performance of its obligations to the other Party;
- Ensure that all employees and contractors of the company are instructed to comply with the obligations referred to in this section and use the disclosing party's confidential information only in connection with the purposes for which it is intended under the terms of this Agreement.
- The Parties and their respective employees and agents expressly acknowledge that use or disclosure of such confidential information for purposes other than that described herein could have significant adverse effects on the non-disclosing party and is strictly prohibited.

9. Security

Physical Security of Data Center we work with:

- Access only via ID card
- Alarm system
- Security service on duty
- More than 50 observation cameras and video recording
- Several live-webcams
- Smoke detector / automatic fire alarm
- Smoke exhaust installation
- Water detector
- Several live-webcams
- Smoke detector / automatic fire alarm
- Smoke exhaust installation
- Water detector
- Hundreds of power outlets per room, mounted directly into the double floor
- Every single power outlet electrically interlocked at 16 A
- Cable bushings mounted into the double floor next to the power outlets
- Completely locked double floor
- AC ventilation grills, individually adjustable, mounted into the double floor
- Cool water canalization only beneath the double floor
- Gullies for the case of a pipe leakage
- 19"-Racks individually lockable
- Cages, entire colocation rooms for single customers and individual modifications/equipment available
- Satellite feed (Astra 19.2°E and Eutelsat Hot Bird 13.0°E)

Information and Software Security

There is a security system in place which automatically detects most DDoS attack patterns and which filters the incoming traffic to the server so that the "malicious" attacking traffic is dropped and only the "real" desired traffic arrives at your server. This means that you, as a customer, will barely notice a possible attack while our protection software filters the ongoing attack for you. The protection software is developed in a way that it recognizes 99% of all attack patterns which it will then filter. In all these cases your servers will stay online and available on the Internet, even if they are under attack.

What does the software protection not provide?
Like every other software protection which is used or offered on the Internet, the protection software has its limits. Although our protection recognizes and filters 99% of all attack patterns, there are some (DDoS) attacks which can not be mitigated because of their pattern or sheer volume. The probability that your server is affected by attacks which our DDoS protection can not filter is very low. We also work continuously on further improving our protection system so that even attacks which we can not avert today will be recognized and filtered in the near future as well. Nonetheless, we ask for your understanding that the protection system - like any other (DDoS) protection - represents no guarantee that your server system will be protected from every DDoS attack theoretically conceivable.

Application software security is dependent on the security measures put in place by the software application owner. This varies from SSL certificates, user login to software code in the respective client application. Cobalt can't be held responsible here, unless otherwise specified in a separate service agreement and,or Statement of works.

10. Governing Law and Dispute Resolution

This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of The Republic of Ghana.

Except as otherwise expressly provided in the Cover Letter or in a applicable Statement of work, any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ghana courts, to which each of us agrees to submit for these purposes.

The parties hereto shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or any interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Agreement which cannot be settled amicably within three (3) weeks may be referred to a single Arbitrator to be agreed by the parties, failing such agreement, a single Arbitrator shall be appointed by either party in accordance with the Laws of The Republic of Ghana.

11. Service Fees / Payments

At the commencement of this agreement, the following terms and conditions apply:

All Cobalt Connect-Services and its fees under this Connect Services Agreement are charged annually one period in advance and are presented on the Client's invoice.

By paying your invoice, all Cobalt - Connect Services terms & conditions, as specified in this document, are automatically agreed upon by the Client and Cobalt.

It is assumed that the client has read this agreement thoroughly.

At the time of purchase, the client will pay the setup fee (if applicable) and prepay an annual recurring amount for the hosting period.

The fees for Excess Traffic Usage and Additional Services are charged at the end of the month for the previous month, unless other arrangements are made in writing with Cobalt.

Cobalt's current fees per each Connect Service are set out in the customers invoice. They will apply to you for the duration of the billing period. Cobalt reserves the right to change the fees. If Cobalt changes the fees, we will provide you with notice of the changed fees through the Cobalt website, or email to the client. The new fees will apply from the date that your pre-paid billing period expires and a new period starts..

Customer's invoice will be sent at the time the payment is due. Payment must be received by Cobalt before the expiration date of the Connect services as indicated on the customer's invoice. Cobalt reserve the right to immediately terminate the Service if payment is not received timely.

Unless Cobalt expressly state otherwise, all fees and charges do not include taxes. On the client invoice you will find a separate entry for taxes applied.