SERVICE SPECIFIC TERMS / CLOUD

Website Hosting

Shared Linux website and database hosting

VERSION	EFFECTIVE	REPLACES
v2026.11a	1 November 2026	Website-Hosting.pdf

These Service Specific Terms form part of your agreement with FirstNet Technology Services (Pty) Ltd. Read them with the FirstNet Standard Terms and Conditions (or your signed Master Services Agreement), your Service Schedule and the Data Processing Annexure, all available at www.firstnet.co.za/legal-notices/.

Shared Linux website hosting and database hosting on FirstNet-operated servers

1. Status and precedence

1.1 These Service Specific Terms ("SST") apply to the website hosting and database hosting Service that FirstNet Technology Services (Pty) Ltd (registration number 2006/031608/07) ("FirstNet") provides to the Customer.

1.2 These SST form part of the agreement between FirstNet and the Customer, which is either the FirstNet Standard Terms and Conditions or the Customer's signed Master Services Agreement with FirstNet (the "Agreement"). They are incorporated into the Agreement by reference and are published at www.firstnet.co.za/legal-notices/.

1.3 What the Customer has ordered (the hosting package, Disk Space, traffic allowance, number of databases, any backup or SSL add-on, MRC, NRC and Initial Period) is set out in the Service Schedule, quote or scope of work signed or accepted by the Customer (the "Service Schedule").

1.4 If documents conflict, they apply in this order: (a) the Service Schedule, but only for commercial items it expressly overrides; (b) these SST; (c) the Agreement (including the Data Processing Annexure and the Acceptable Use Policy); (d) any Vendor Terms. Where Vendor Terms impose a mandatory restriction on how a vendor's product may be used, the Customer must comply with that restriction.

1.5 Words defined in the Agreement have the same meaning in these SST. Domain names and SSL certificates are covered by FirstNet's Domain Services Service Specific Terms and SSL Certificates Service Specific Terms, which apply in addition to these SST where the Customer orders them.

2. Definitions

2.1 **"Control Panel"** means the web-based hosting control panel that FirstNet makes available to the Customer to manage its Hosting Account (currently Virtualmin).

2.2 **"Customer Content"** means the website files, scripts, images, databases, email (if included), data and other material that the Customer or anyone acting for it uploads to, or generates on, the Hosting Account.

2.3 **"Customer Software"** means any application, content management system (for example WordPress), plug-in, theme, extension, framework, library, script or other software that the Customer, or anyone acting for the Customer (including a web developer), installs or runs on the Hosting Account, including software that FirstNet installs at the Customer's request through a Control Panel installer. Customer Software excludes the Platform Software.

2.4 **"Database Hosting"** means hosting of one or more databases (currently MySQL or MariaDB) for the Customer on the Server.

2.5 **"Disk Space"** means the storage allocated to the Hosting Account under the hosting package in the Service Schedule.

2.6 **"Hosting Account"** means the account and allocated resources on the Server that FirstNet provides for one Website and any Database Hosting under one hosting package.

2.7 **"Platform Software"** means the operating system, web server, database server, PHP and other runtime versions offered on the Server, the Control Panel and other software that FirstNet installs and maintains to run the Server.

2.8 **"Server"** means the FirstNet-operated server or servers (physical or virtual) used to provide the Service, including the Platform Software.

2.9 **"Website"** means one website, identified by one primary domain name, hosted in a Hosting Account.

3. Service description

3.1 What FirstNet provides. FirstNet provides shared hosting on a Linux Server, with:

3.1.1 a Hosting Account for one Website, with the Disk Space and monthly traffic allowance of the hosting package in the Service Schedule;

3.1.2 Database Hosting, where included in the hosting package or ordered separately; the Customer may host more than one database under a Database Hosting service up to the limits in the Service Schedule;

3.1.3 access to the Control Panel and file transfer access (FTP or SFTP) to the Hosting Account, with database access details;

3.1.4 at the Customer's request, the installation of a supported content management system (such as WordPress) or a database tool (such as phpMyAdmin) through the Control Panel installer. Once installed, it is Customer Software; and

3.1.5 operation, monitoring, patching and maintenance of the Server and the Platform Software in accordance with clause 3.8.

3.2 Packages. The hosting package and its resource limits (including Disk Space and any traffic, database or mailbox limits) are as described in the Service Schedule.

3.3 Disk Space limit. If the Hosting Account reaches its Disk Space limit, uploads and writes to the Website or databases may fail and the Website may stop working correctly. FirstNet will tell the Customer when it becomes aware that the Hosting Account is close to or at the limit. The Customer may then upgrade its package or reduce its usage. FirstNet will charge for extra Disk Space only if the Service Schedule states an excess or upgrade rate, or if the Customer orders an upgrade.

3.4 Traffic allowance. Where the hosting package includes a monthly traffic allowance, traffic above that allowance is charged at the rate stated in the Service Schedule. If the Service Schedule states no excess rate, FirstNet will contact the Customer to agree an upgrade before charging for excess traffic.

3.5 Fair use of shared resources. The Server is shared with other customers. The Customer must not use CPU, memory, processes, database connections, email sending or other shared resources at a level that degrades the Server for others. FirstNet may apply technical limits, and may ask the Customer to move to a larger package or a dedicated service if its usage regularly exceeds fair use for its package.

3.6 What is not included. Unless the Service Schedule says otherwise, the Service does not include:

3.6.1 website design, development, content creation or uploading (including FTP uploading) of the Customer's Website or databases;

3.6.2 the support, maintenance, updating, patching, configuration or security of Customer Software (see clause 5);

3.6.3 backups of Customer Content for the Customer's use, beyond what clause 8.8 describes;

3.6.4 domain name registration or DNS hosting (see the Domain Services Service Specific Terms) and SSL certificates purchased from a certificate authority (see the SSL Certificates Service Specific Terms);

3.6.5 email hosting, unless the Service Schedule includes it;

3.6.6 malware clean-up, restoration of a compromised Website, migrations from another provider, or performance tuning of Customer Software, which FirstNet may quote for separately; and

3.6.7 root, administrator or shell access to the Server.

3.7 Support. FirstNet supports the Server, the Platform Software and the Customer's access to the Hosting Account. For file transfer and database access, support consists of connectivity checks (confirming that the Customer can connect with the access details supplied). Support requests are logged by email to support@firstnet.co.za or by telephone on 0861 989 896.

3.8 Server maintenance and platform changes.

3.8.1 FirstNet maintains the Server and the Platform Software, including operating system, web server and database server patches and security updates. The Customer authorises FirstNet to carry out this maintenance.

3.8.2 FirstNet will try to do planned maintenance that may interrupt the Service in a maintenance window outside business hours and will give the Customer reasonable advance notice of planned maintenance that is likely to cause a material interruption. FirstNet may carry out urgent security maintenance without notice where the risk of waiting is greater than the impact of the interruption.

3.8.3 PHP and other runtime versions. FirstNet offers the PHP and database versions listed in the Control Panel. When a version reaches end of life (that is, it no longer receives security updates from its developers), FirstNet may remove it from the Server after giving the Customer reasonable advance notice. The Customer must update its Customer Software to run on a supported version before that date. FirstNet is not liable if Customer Software stops working because it was not updated in time.

3.8.4 FirstNet will use reasonable care not to affect Customer Content during maintenance. Subject to the Agreement, FirstNet is not liable for an incompatibility between a supported Platform Software update and Customer Software that the Customer has not kept up to date in line with clause 5.3.

4. Vendor Terms

4.1 The Service runs on FirstNet-operated Servers and does not include a third-party cloud product that is resold to the Customer. No separate vendor end-user terms are flowed down for the hosting platform itself, unless FirstNet provides or links them with the Service Schedule.

4.2 Open-source software. Customer Software that FirstNet installs at the Customer's request (for example WordPress or phpMyAdmin) is licensed to the Customer directly under its own open-source licence (for example the GNU General Public License). FirstNet gives no warranty for that software.

4.3 Commercial software, themes and plug-ins that the Customer installs are licensed to the Customer by their suppliers. Clause 5.4 applies.

5. Customer responsibilities

5.1 Content and lawful use. The Customer is responsible for all Customer Content and for all use of the Hosting Account, including use by its developers and contractors. The Customer must comply with the Acceptable Use Policy published at www.firstnet.co.za/legal-notices/, including its rules on hosting (no phishing, malware, unlawful or infringing content, open mail relays or bulk unsolicited email, and no resale of hosting without FirstNet's written consent).

5.2 Customer Software is the Customer's responsibility. The Customer installs and runs Customer Software at its own risk. The Customer is responsible for the support, maintenance, configuration, code, settings, modifications, updates, patches and security updates of all Customer Software, including the core of any content management system, all plug-ins, themes and extensions, and any code written by its developer.

5.3 Keeping Customer Software up to date. The Customer must:

5.3.1 apply security updates to its content management system, plug-ins and themes promptly after they are released, and remove plug-ins and themes that are abandoned or no longer supported by their developer;

5.3.2 make sure that its Customer Software is compatible with the PHP and database versions that FirstNet supports on the Server from time to time (see clause 3.8.3);

5.3.3 use strong, unique passwords for the Control Panel, file transfer, database and content management system administrator accounts, enable multi-factor authentication where the software supports it, and keep these credentials confidential; and

5.3.4 tell FirstNet promptly if it suspects that the Website or Hosting Account has been compromised.

5.4 Licences. The Customer is responsible for correctly licensing all Customer Software that requires a licence. FirstNet may carry out reasonable checks to confirm that Customer Software is licensed. Using unlicensed software is a breach of these SST and may lead to suspension under clause 11.

5.5 FirstNet's right to refuse or disable software. To protect the Server, FirstNet's network and other customers, FirstNet may:

5.5.1 decide which types of Customer Software may be installed on the Server, and refuse to install, or ask the Customer to remove, software that is incompatible with the Server or that poses a security or stability risk; and

5.5.2 disable Customer Software, or suspend the Website or the Hosting Account, in the circumstances set out in clause 11.

5.6 Backups. The Customer must keep its own current copy of its Website files and databases outside the Hosting Account (for example by downloading regular backups through the Control Panel, or by ordering a backup add-on where available). See clause 8.8.

5.7 Personal information on the Website. Where the Website collects personal information (for example through contact forms, online shops, user accounts or analytics), the Customer is responsible for publishing its own privacy notice, for obtaining any consent it needs (including for cookies and direct marketing), for serving the Website over HTTPS and for securing the forms and databases it controls.

6. Provisioning and lead times

6.1 FirstNet will create the Hosting Account and send the access details to the Customer's named technical contact after the Service Schedule is accepted and any NRC is paid where required. Lead times are indicative only.

6.2 The Website will be reachable on its domain name only once the domain's DNS points to the Server. Where FirstNet does not host the DNS, the Customer (or its DNS provider) must make that change. DNS changes can take up to 24 to 48 hours to take effect across the internet, and FirstNet does not control that timing.

6.3 FirstNet sends access credentials only to the contact named by the Customer, and recommends that the Customer changes initial passwords on first use.

7. Service levels and support

7.1 Availability target. Unless the Service Schedule states a different target, the availability target for the Service is 99% in each calendar month. Support hours and response times are as stated in the Service Schedule. If the Service Schedule states none, FirstNet will respond to support requests during business hours.

7.2 Availability targets do not apply to unavailability caused by: (a) planned or urgent maintenance under clause 3.8; (b) Customer Software, Customer Content or the Customer's own actions, including reaching the Disk Space limit; (c) a compromise of the Website caused by Customer Software or credentials; (d) DNS, domain name or SSL certificate issues outside FirstNet's control (including an expired domain or certificate); (e) suspension under clause 11; (f) failures of third-party networks or the internet outside FirstNet's network; or (g) force majeure under the Agreement.

7.3 Service credits. Availability is measured per calendar month. If FirstNet does not meet the availability target in clause 7.1 in a calendar month, the Customer is entitled to a service credit, calculated as a percentage of the MRC of the affected Service for that calendar month, unless the Service Schedule states a different scale:

(a) 99% or more: 0%;

(b) below 99% down to 98%: 5%;

(c) below 98% down to 97%: 10%;

(d) below 97% down to 96%: 15%;

(e) below 96% down to 95%: 20%;

(f) below 95%: 25%.

7.4 For service credits: (a) the Customer must claim in writing within 30 days after the end of the calendar month in which the shortfall occurred; (b) only one credit applies per calendar month, being the highest applicable; (c) total credits for a Service in a calendar month may not exceed 25% of the MRC of that Service for that month; and (d) credits are passed as a credit on the next invoice after approval. Service credits are the Customer's sole financial remedy for failure to meet the availability target, except where the failure also amounts to a material breach under clause 17 of the Agreement, and they do not limit the Customer's right to terminate under the Agreement.

8. Data, privacy and security

8.1 Roles. Where Customer Content includes personal information (for example website form submissions, customer accounts, order records or mailing lists), the Customer is the responsible party and FirstNet is the Customer's operator under the Protection of Personal Information Act 4 of 2013 ("POPIA"). FirstNet processes that information only to provide the Service. The Data Processing Annexure published at www.firstnet.co.za/legal-notices/ applies.

8.2 Confidentiality and instructions. FirstNet will process Customer Content only with the Customer's knowledge or authorisation, will not access the content of the Hosting Account except to provide, maintain, support or secure the Service, to comply with the law or a valid take-down notice, or at the Customer's request, and will treat Customer Content as confidential.

8.3 Security measures. FirstNet will maintain appropriate, reasonable technical and organisational measures to protect the Server and Customer Content, as required by section 19 of POPIA, under its information security management system, which is certified to ISO/IEC 27001:2022 by INTERCERT (certificate IC-IS-2512139) with the scope "The Information Security Management System at FirstNet Technology Services (Pty) Ltd applies to the design, deployment, operation, and support of cloud, connectivity, voice, firewall, and security services, including all associated network infrastructure and technical operations." Each Hosting Account is separated from other customers' accounts on the Server.

8.4 Security compromises. If FirstNet has reasonable grounds to believe that personal information in the Hosting Account has been accessed or acquired by an unauthorised person because of a compromise of the Server or Platform Software, FirstNet will notify the Customer immediately, and in any event without undue delay, as required by section 21(2) of POPIA and clause 8 of the Data Processing Annexure, and give the Customer the information it reasonably needs. The Customer, as responsible party, decides whether and how to notify the Information Regulator and data subjects under section 22 of POPIA. FirstNet will cooperate reasonably. Where the compromise was caused by Customer Software or the Customer's credentials, FirstNet will still tell the Customer what it observes, and any clean-up work FirstNet does at the Customer's request is chargeable.

8.5 Where data is held. FirstNet stores and processes Customer Content for the Service in South Africa, on Servers in FirstNet's data centres in South Africa, unless the Service Schedule names another site. FirstNet will not move the Hosting Account to a Server outside South Africa without the Customer's prior written agreement.

8.6 Third-party services chosen by the Customer. If the Customer connects its Website to third-party services (for example a content delivery network, analytics, payment gateway, email marketing or plug-in vendor services), those services may process personal information outside South Africa. These are the Customer's choices and the Customer is responsible for them, including any cross-border transfer under section 72 of POPIA.

8.7 No guarantee of security. FirstNet will provide the Service with reasonable skill and care. No hosting service can prevent every attack. Most website compromises result from out-of-date or vulnerable Customer Software or stolen credentials, which are the Customer's responsibility under clause 5.

8.8 Backups.

8.8.1 Platform backups. FirstNet takes an image-based backup of each Server every day and keeps each backup for 30 (thirty) days. These platform backups are for FirstNet's own disaster recovery and are only for restoring the Server after a platform failure. They are not a backup service for the Customer, and FirstNet does not promise that a particular version of a file or database can be restored from them.

8.8.2 Restores on request. If the Customer asks, FirstNet will try to restore Customer Content from a platform backup, if one is still available. FirstNet may charge for a restore that is needed because of the Customer's own action, Customer Software or a compromise of the Website.

8.8.3 Backup add-on. Where the Service Schedule includes a backup add-on, FirstNet will back up the Hosting Account at the frequency and with the retention stated in the Service Schedule, and the relevant backup terms apply.

8.8.4 Customer copies. In all cases the Customer must keep its own copies under clause 5.6. Subject to clause 16.3 of the Standard Terms and Conditions (or the equivalent clause of the Agreement), FirstNet is not liable for loss of Customer Content except where FirstNet caused it by breaching an express backup obligation in this clause 8.8 or the Service Schedule.

8.9 Data at the end of the Service. Before the Service ends, the Customer may download its Customer Content through the Control Panel or file transfer access. On a request made before the Service ends, FirstNet will keep the Hosting Account available for download for a reasonable period agreed with the Customer, and will then delete the Hosting Account and Customer Content, unless the law requires FirstNet to keep it. Any platform backups that contain Customer Content are overwritten in their normal 30-day cycle.

9. Fees, licences and changes

9.1 The MRC, NRC and any excess, upgrade or add-on charges are set out in the Service Schedule. These SST do not state prices.

9.2 FirstNet bills the Charges to the Customer's FirstNet account in accordance with the Agreement.

9.3 Changing to a larger package takes effect from the next billing cycle after the Customer's order, unless agreed otherwise. Moving to a smaller package is possible only if the Customer's usage fits within the smaller package.

9.4 Work outside the scope of the Service (for example malware clean-up, restores caused by the Customer, migrations, or installing or configuring Customer Software beyond the Control Panel installer) is charged at FirstNet's then-current rates after the Customer approves a quote.

10. Term, cancellation and early termination

10.1 The Service runs for the Initial Period in the Service Schedule from the Service Commencement Date, and then continues month to month until either party gives 30 (thirty) calendar days' written notice, or 90 (ninety) calendar days' written notice where the Service Schedule states that an upstream provider requires that period.

10.2 If the Customer cancels before the end of the Initial Period, the early termination charges in the Agreement apply, unless the Service Schedule states different charges. Where the Customer is a Consumer, FirstNet may charge only a reasonable cancellation penalty as allowed by section 14 of the Consumer Protection Act 68 of 2008 ("CPA") and regulation 5 of the CPA Regulations. FirstNet applies the same reasonable cancellation penalty to a Small Business Customer (clause 19.3 of the Standard Terms and Conditions).

10.3 Cancelling the hosting Service does not cancel the Customer's domain name or SSL certificate. Those continue under their own Service Specific Terms until cancelled.

10.4 Clause 8.9 applies to Customer Content at the end of the Service.

11. Suspension

11.1 FirstNet may suspend all or part of the Service (including disabling specific Customer Software or blocking access to the Website), on as much notice as is reasonable in the circumstances, if:

11.1.1 the Website or Hosting Account has been compromised, is distributing malware, hosting phishing content or sending spam, or is being used to attack others, or Customer Software poses a serious risk to the security or operation of the Server, FirstNet's network or other customers;

11.1.2 the Customer's resource use under clause 3.5 materially degrades the Server for other customers and the Customer has not reduced it after notice (or immediately where the impact is severe);

11.1.3 the Customer breaches the Acceptable Use Policy or clause 5.4 (licences);

11.1.4 FirstNet receives a valid take-down notice under section 77 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") or another lawful order relating to Customer Content (see clause 13);

11.1.5 the Customer does not pay undisputed Charges when due, in accordance with the Agreement; or

11.1.6 suspension is required by law or by a court, regulator or other competent authority.

11.2 Where possible, FirstNet will suspend only the affected part of the Hosting Account and will tell the Customer the reason. FirstNet will restore the Service once the reason has been dealt with to FirstNet's reasonable satisfaction (for example once a compromised Website has been cleaned and its Customer Software updated). If the reason is not resolved within a reasonable time, FirstNet may terminate the Service on notice.

11.3 The Customer remains liable for the MRC during a suspension caused by the Customer's breach.

12. Liability specifics

12.1 The limitations and exclusions of liability in the Agreement apply to the Service. These SST do not state a separate cap.

12.2 Subject to the Agreement, FirstNet is not liable for loss or damage arising from:

12.2.1 Customer Software, Customer Content or the actions of the Customer's developers or contractors, including the installation, configuration or failure to update Customer Software;

12.2.2 a compromise of the Website caused by vulnerable Customer Software or compromised Customer credentials;

12.2.3 loss of Customer Content, except as set out in clause 8.8.4;

12.2.4 the Website not working because the Disk Space limit was reached, or because Customer Software was not updated after notice under clause 3.8.3;

12.2.5 FirstNet acting in good faith on a take-down notice, court order or lawful request under clause 13; or

12.2.6 a suspension under clause 11 that was made in good faith and in accordance with these SST.

12.3 The Customer indemnifies FirstNet against third-party claims arising from Customer Content (including claims for infringement of intellectual property, defamation or breach of privacy), except to the extent caused by FirstNet's breach of the Agreement.

12.4 Nothing in these SST limits liability that cannot be limited by law, including under the CPA where it applies.

13. Regulatory notes

13.1 ECTA hosting. When FirstNet stores Customer Content at the Customer's request, it acts as a service provider that provides a hosting service under section 75 of ECTA. FirstNet is a member of the Internet Service Providers' Association ("ISPA"), the Industry Representative Body recognised under section 71 of ECTA, and is bound by the ISPA Code of Conduct (https://ispa.org.za/membership/code-of-conduct/). FirstNet does not monitor Customer Content generally (section 78 of ECTA), but acts on notices as set out below.

13.2 Take-down notices. FirstNet has designated ISPA as its agent to receive take-down notices under section 77 of ECTA (https://ispa.org.za/consumer-support/take-down-notices/). If FirstNet receives a valid take-down notice about Customer Content, FirstNet may remove or disable access to the content concerned, as ECTA permits, and will tell the Customer. The Customer may respond to the notice through FirstNet or ISPA. A person who submits a take-down notice containing material misrepresentations may be liable for damages under section 77(2) of ECTA.

13.3 Cybercrimes Act. Where FirstNet becomes aware that its network or services are involved in an offence of the kind described in section 54 of the Cybercrimes Act 19 of 2020, FirstNet will, as that section requires once in force, report the offence to the South African Police Service within 72 (seventy-two) hours and preserve any information that may help with the investigation.

13.4 Films and Publications Act. FirstNet must take the steps required of internet service providers by the Films and Publications Act 65 of 1996, including in relation to child sexual abuse material. The Acceptable Use Policy sets out what FirstNet will do.

13.5 Customer's own legal duties. The Customer is responsible for complying with the laws that apply to its Website, including section 43 of ECTA (information that suppliers selling goods or services online must display), the CPA, POPIA (including section 69 on direct marketing) and intellectual property law.

14. Changes to these terms

14.1 FirstNet may update these SST to reflect changes in the Service, the Platform Software, the law or security requirements. FirstNet will give the Customer at least 30 (thirty) calendar days' notice of a material change by email or by publishing it at www.firstnet.co.za/legal-notices/. If a material change is to the Customer's material detriment, the Customer may cancel the Service without an early termination charge by notice before the change takes effect.

14.2 The version number and effective date below identify this version. This version replaces "Product Terms and Conditions - Website Hosting" (2015).

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