Terms of Service

The terms under which you use SimbaHost services.

Effective: 13 May 2026

1. About us

SimbaHost is a trading name of Datacare Limited, a company incorporated in Kenya. Our registered office is Block C2, Mayfair Maisonettes, Mpaka Road, Westlands, Nairobi (P.O. Box 60871–00200, Nairobi), and our KRA PIN is P051530623S. References to “SimbaHost”, “we”, “us”, and “our” mean Datacare Limited trading as SimbaHost.

2. Acceptance of terms

By creating an account, ordering a service, or using our website at **simbahost.co.ke**, you agree to these Terms of Service, our Privacy Policy, our Acceptable Use Policy, and any service-specific SLA. If you do not agree, do not use our services.

3. Services

We provide shared web hosting, VPS, cloud VPS, dedicated servers, SSL certificates, domain registration, email hosting, and managed app deployments. Service descriptions and pricing are published on our website and may change with reasonable notice.

4. Account & eligibility

- You must be at least 18 years old, or have parent/guardian consent, to use our services.
- You are responsible for maintaining the confidentiality of your account credentials.
- You must provide accurate contact and billing information and keep it updated.
- One account per individual or legal entity. Sharing accounts is not permitted.

5. Payment & billing

- Prices are quoted in KES or USD as shown at checkout.
- Services are billed in advance (monthly, quarterly, or annual cycles).
- Payment methods: M-Pesa STK Push, Visa/Mastercard, direct bank transfer, account credits.
- A transparent payment processing fee may be added at checkout (M-Pesa ~1.5%, card ~4%, bank transfer free). The fee is shown before you confirm payment.
- For VAT-registered customers in Kenya, a KRA-compliant tax invoice is issued via eTIMS once payment clears.
- Late payment may result in service suspension as set out in our Acceptable Use Policy.

6. Renewals & cancellations

- Services auto-renew on the next billing cycle unless you disable auto-renew or cancel from your dashboard at least 24 hours before the renewal date.
- Domain renewals are non-refundable once the registry processes them. Cancel domain auto-renew before expiry to avoid charges.
- You may cancel hosting, VPS, and SSL services at any time. See our Refunds Policy for eligibility.

7. Acceptable use

Your use of our services is also subject to our **Acceptable Use Policy**. Violations can result in suspension or termination without refund.

8. Service level

We target 99.9% monthly uptime for shared hosting and 99.99% for VPS / dedicated / cloud services. Service credits are calculated per our **SLA**.

9. Data & content

- You retain ownership of all data and content you upload.
- You are responsible for backing up your data; we provide optional backup add-ons.
- We process personal data in line with our **Privacy Policy** and the Kenya Data Protection Act 2019.
- On account closure, we retain billing records for 7 years (KRA requirement) and anonymise other personal data within 30 days of cancellation, except where retention is legally required.

10. Limitation of liability

To the maximum extent permitted by law, our total aggregate liability arising out of or related to the services is limited to the amount you paid us in the 12 months preceding the event giving rise to the claim. We are not liable for indirect, incidental, special, or consequential damages.

11. Indemnification

You agree to indemnify and hold SimbaHost harmless from any claim arising out of your use of the services, your content, or your violation of these terms.

12. Termination

We may suspend or terminate your account for material breach of these terms, our AUP, or applicable law. Where possible, we will provide notice and a reasonable cure period.

13. Governing law & dispute resolution

These terms are governed by the laws of Kenya. Disputes are first to be resolved through good-faith negotiation; failing that, by binding arbitration in Nairobi under the rules of the Nairobi

Centre for International Arbitration (NCIA).

14. Changes to these terms

We may update these terms from time to time. Material changes are announced via email or via a banner on the customer dashboard at least 30 days before they take effect.

Questions about this document? Email **legal@simbahost.co.ke** or contact our **support team**.